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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

ELIZABETH NELSON, et al.,

Case No. 2:23-cv-11597
Hon. Brandy R. McMillion
Plaintiffs, Mag. Judge Curtis Ivy, Jr.

-v-

ROBERT SCOTT
(city of Warren MAINTENANCE DIVISION SUPERVISOR)
SERVICE TOWING, INC., ABLE TOWING, LLC,
Et al., Defendants.

FILED
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DETROIT

COMBINED RESPONSE TO CITY OF WARREN, ROBERT SCOTT, SERVICE
TOWING INC, HERTZ BROS. et al MOTION TO DISMISS

TRIAL COURT HELD PLAINTIFFS' STATE A CLAIM UNDER THE 4TH, 5TH,
14TH AMENDMENT WHEN (Ds') CITY OF WARREN, (D) SCOTT IN
"TANDEM" WITH (Ds') SERVICE TOWING INC., HERTZ BROS.,
EMPLOYEE SULLIVAN AND SANDRA HERTZ, ENTERED PLAINTIFFS'
LEASED PRIVATE PROPERTY AND TOWED 2 "OPERABLE" VEHICLES
AND TOOK PERSONAL PROPERTY FROM THEIR RESIDENCE
CURTILAGE WITHOUT A SEARCH WARRANT, WITHOUT PROBABLE
CAUSE, WITHOUT TICKET IN VIOLATION OF *Collins v. Virginia*, 138 S. Ct.
1663, 201 L. Ed. 2d 9 (2018) WITHOUT DUE PROCESS OF LAW

Per law everything in (Ps') ECF 55 complaint must be accepted as true same as if
rewritten herein: *Anderson v Liberty Lobby*, 477 US 242, 248,

(Ps') are pro'se and held to "more liberal standard", *Haines v Kerner*, 404 U.S.

519. Per *Collins v. Virginia*, 138 S. Ct. 1663, 201, reaffirmed 4th Amendment

included “curtilage has long been black letter law”. “[W]hen it comes ,, Fourth Amendment, the home is first among equals.” *Florida v. Jardines*, 569 U.S. 1, 6, “At the Amendment's ..right of a man to retreat into his own home and there be free from unreasonable governmental intrusion.’ ” *Ibid*...full practical effect to that right, the Court considers curtilage—“the area ‘immediately surrounding and associated with the home’ ”—to be “ ‘part of home itself for 4th Amendment purposes.’ ” *Jardines*, 569 US, at 6, 133 SCt 1409, *Oliver v. United States*, 466 U.S. 170, 180, “The protection afforded the curtilage is essentially a protection of families and personal privacy in an area intimately linked to the home, both physically and psychologically, where privacy expectations are most heightened.” *California v. Ciraolo*, 476 U.S. 207, 212–213, When a law enforcement officer physically intrudes on the curtilage to gather evidence, a search within the meaning of 4th Amendment has occurred. *Jardines*, 569 U.S., at 11, .. conduct is presumptively unreasonable absent a warrant.”

Per *NILI et al v City of Warren et al* Case No. 15-cv-13392 consent decree para 12 (D) city of Warren agree to obtain administrative warrant if denied entry,...”

See ECF 40 Ex 12

13.ECF 55 Complaint facts: (D) Robert Scott is supervisor of (D) City of Warren Property & Maintenance Dept Warren MI- deceased-city is representing (D) Scott and is still liable working for (D) city of Warren in his individual capacity.

14. All of the private parties (Ds’) Hertz Brothers, (D) Sullivan acted “under of color of state law”, acting “in concert”, “conspiracy” with state actors per facts alleged “to be engaged in joint action, a private party must be a “willful participant” with the state or its agents in an activity which deprives others of constitutional rights. *Dennis*, 449 U.S.at 27. A private party is liable under this theory, .. its particular actions are “inextricably intertwined” with those of the government. *Brunette*, 294 F.3dat 1211. Substantial cooperation between the private party and the state must be shown. *Mathis. Pac. Gas & Elec.Co.*,75 F.3d 498, 503

(9th Cir. 1996). An agreement between government and a private party for some governmental-type action can create state action” Substantial coordination and integration between the private party and the government are the essence of a symbiotic relationship. *Id.* A significant financial integration may form the nexus of a symbiotic relationship. *Rendell-Baker*, 457 U.S. at 842-43. A symbiotic relationship may also arise from of the government’s exercise of control over the private party’s actions. “*Brunette*, 294 F.3d at 1213. (D) STI and Hertz Bros., Sandra Hertz, Randy Sullivan fit this definition for liability of private parties acting in concert with (D) Scott.

15. (D) City of Warren MI is a local government entity which (D) Scott and (D) police Does work for. It is being sued for “failure to train” it’s employee’s.

When a law enforcement officer physically intrudes on the curtilage to gather evidence, a search within the meaning of the Fourth Amendment has occurred. *Jardines*, 569 U. S., at 11. Such conduct thus is presumptively unreasonable absent a warrant.”

16. On 7/7/21 (D) Scott learned (P) Thrower arrived to mow grass at 7568 Hudson Ave Warren MI.

17. (D) SCOTT learning (PT) arrived called (Ds’) STI, Hertz Brothers, Randy Sullivan to meet (D) SCOTT and tow vehicles from 7568 Hudson Ave

18. (PT)= plaintiff Thrower was in his apartment @ 7568 Hudson Ave – (DUPLEX) and saw and heard (D) STI tow company, (D) Hertz Brothers, and/or employees (D) Sullivan towing his 2011 Silverado & Honda directed by (D) Scott.

19. (PT) saw (D) SCOTT throw (PT) mower in the back of the (PT) Silverado upside down ruining same.

20.(PT) was in 7568 Hudson Ave and heard (D) SCOTT scream at (Ds) STI Towing, Hertz Brothers and or employee (D) Sullivan “I want the Honda towed”.

21. 2008 Honda Civic was parked on concrete drive behind 7568 Hudson Ave.

22. (PT) heard (D) Hertz Brother or employee (D) Sullivan say “I can’t tow Honda without damaging it because it’s at an angle”. (D) SCOTT responded, “I don’t care I want it towed anyhow”

((Ps’) have listed Joseph Bayura Jr as a witness to testify to paint damage and bumper torn 2 places underneath 2008 Honda and needs replaced)

23. (D) Scott later caused 37th District Court Judge Chumra to issue a CYA court order after towing cars and issue misdemeanor warrant for (PT) arrest dated 7/7/21. Judge Chumra order delineated to tow “inoperable vehicles” Order Ex 1, ECF 40 Ex 1

24. 7/7/21 court order is void as a matter of law since:

- a. Issued without notice or an “opportunity to be heard” or probable cause (issued 7/7/21-same day cars towed)
- b. Cars towed were “operable” so assuming arguendo court order was valid, it was limited to “inoperable” vehicles and (Ps’) 2 vehicles were “operable”
- c. Order was not a “search warrant” to enter private property
- d. Cars were licensed, insured, and no ticket for “blight” or other infraction issued
- e. 2008 Honda was driven by renter (PN)=plaintiff Nelson who had taken an ambulance to Ascension Hospital days before and was in the hospital when her Honda was towed
- f. Order as a matter of law did not allow (D) SCOTT to enter private property without a search warrant as a matter of law per *Collins v Virginia, supra*.

25. (PT) saw (D) SCOTT take (PT) “personal property” grill, gutter attached to house, wood from 7568 Hudson Ave address

26. (D) SCOTT billed (PT) \$687.50 for illegally taking property 7/7/21 in his alleged capacity as supervisor of property and maintenance

27. On 7/8/21 (PT) went to (D) STI 6006 Rinke Ave Warren MI to retrieve Silverado at about 8.30 AM.

28. (D) Hertz Brother &/or employee (D) Sullivan stalled (PT) per earlier agreement with (D) Scott-for approximately 30 minutes pretending like (D) could not find (PT) Silverado.

29. (PT) was told to wait in STI garage and (D) Scott arrived and attacked (PT) running up on him in (D) STI garage and physically restraining (PT) while (Ds’) Hertz Bros &/or Sullivan watched

30. (PT) yelled “what are you doing”? (D) SCOTT said “I am doing a citizens arrest, there is warrant out for you for housing violations.”

31. (PT) told (D) Scott that under MI law he could not perform a citizens arrest for alleged misdemeanor housing violations.

32. (PT) called 911 to report kidnapping in process and assault and battery, with (D) SCOTT knocking phone out of (PT) Thrower’s hand injuring same after 911 operator answered

33. (D) Scott searched (PT) Aldi’s bag

34. On 7/21/21 (PT) filed a police report for (D) Scott "assault and battery", "kidnapping" Incident #21-33784

35.(PN) after exiting Ascension Hospital had to retrieve her "operable" Honda from (D) STI towing paying \$330 tow fee. Rear bumper damaged. Paint \$880

36. (PT) paid \$330 to retrieve Silverado from (D) STI at a later date

CLAIM NUMBER ONE

Per facts same rewritten herein (D) Scott in tandem, conspiracy, agreement with (Ds') STI, Hertz Brothers, employee (D) Randy Sullivan violated the (Ps') 4, 5, 14th Amendment rights United States Constitution when they entered on to the 7568 Hudson Ave property, curtilage, 7/7/21 without search warrant and towed 2 operable vehicles belonging to (PT) and (PN) tenants. (D) SCOTT confiscated personal property of (PT) Thrower in the process

CLAIM NUMBER TWO

Per facts same rewritten herein the (D) SCOTT violated the (PT) United States Constitutional rights to be free from unconstitutional seizure in violation of the 4, 5, 14th Amendment when (D) Scott preformed a "citizen's arrest" when as a matter of law (D) Scott was not legally allowed to. (D) Scott acted in agreement, tandem, conspiracy, actions "inextricably intertwined", with (D) Hertz Brothers, (D) Sandra Hertz, (D) Randy Sullivan to detain, stall (PT) at (D) STI, call (D) Scott who rushed over and do "citizen's arrest", "assault and battery", kidnapped, search (PT) at (D) STI garage while (D) Hertz Brother(s) &/or (D) Sullivan watched per agreement"

The (Ds') city Warren, Scott, aver that a warrant was issued for housing violations to (P) Thrower.

- 1) The 7568 Hudson Ave Warren MI is owned by St Anthony the Great Romanian Orthodox Monastery, a MI registered corporation, not (P) Thrower. ECF 40 Ex
- 2) Assuming arguendo 7/7/21 warrant was legitimately obtained it is a misdemeanor warrant and cannot be used to tow cars and seize personal property at a residence or even enter a residence to perfect an arrest. *New York v Payton*, 445 U.S. 573, 100 S. Ct. 1371; for the law that a search warrant must be issued to enter property for a felony arrest.
- 3) (D) city, Scott cite a 6th Cir case *US v Coleman*, 923 F3d 450 (6th Cir), for the proposition that this Court is wrong stating that (Ps') state a 4, 14th

Amendment claim for illegal entry onto the Ps' leased residential property without a search warrant towing 2 cars and taking personal property.

Per Ex's 36, pg 1-10 show that 7568 Hudson Ave was completely fenced in. 7568 Hudson Ave Warren= duplex, not a condominium complex delineated in *Coleman, Id.* The only other tenant was city's witness Branson who had her eviction "stayed" because of covid. (Ds') do not get an affidavit from renter Branson to aver that she allowed (Ds') in. Per facts, the 2008 Honda was parked behind building on concrete at an angle. The government in *Coleman* had a court order to place a tracking device on Coleman in *Coleman, Id.* 450-1. *Coleman* is inapplicable because Coleman was the subject of a narcotics investigation. In *Coleman*, 451, "Coleman moved to suppress the fruits of the ... vehicle tracking and residential search warrants..." In case *sub judice*, there was no search warrant. *Id.* 451, "Coleman's driveway was not within the curtilage of his home..", contrary to Ex 1 pg 1-9 shows 7568 Hudson right next to home. Per Ex 38-39 Affidavits' (P) Thrower, (P) Nelson aver anyone seen past driveway entrance would be deemed "trespassing" as it enters yard enclosed by fence on 4 sides and driveway. Per Ex 37 Affidavit & Ex 38 pic., there was a "no trespassing sign" on fence like the one in Ex 32 pic-although faded. In *Coleman*, there was no "no trespassing" sign just a "private property" sign on entrance to condo complex. Further ECF 40 Ex 28, 32 pg 2 show Ps' gate @ 7568 Hudson Ave closed after vehicles entered or left.

Assuming arguendo what Ds' say is true re *Coleman*, case is *not on point* because facts Ds' seized Ps' 2 vehicles and personal property and in residential "curtilage" area which constitutes 4, 5, 14th Amendment violation alleged without a search warrant. The seizing of the 2 cars is the 4, 5, 14th, and a separate cause 4, 5, 14th Amendments for entering property without search

warrant US Constitutional violation without Due Process of law. Ps' do not read *Coleman* to allow same and Ds' do not cite *Coleman* that allows the conduct alleged in the facts of complaint. STI (Service Towing Inc-Able Towing LLC) Hertz Bros., Sandra Hertz & Randy Sullivan acted in "concert", "tandem", "Conspiracy" to tow the Ps' vehicles. "*Nugent v Spectrum Juv Servs*, 72 F4th 135, 139-140 6CA '...test ..employed to determine when a private entity may qualify as a state actor, including entwined test..private entity is entwined in private entity's management or control' *Brentwood Acad v Tenn Secondary Scholl Athletic Ass'n*, 121 SCt 924. In this case ... facts in complaint that appellant STI, Hertz Bros were called to tow cars off private property by 'state actors'. See ECF105 Ex 5,6,7,9 ADMISSION. ...STI, HERTZ BROS tow company claim they have a contract with (D) city of Warren that mandates they comply with city of Warren employees requests.... Shows 'as to the elements of these three theories... nexus test, state compulsion test, and conspiracy framework are all sufficient bases on which to find private company defendants liable under Sec 1983' *Memphis Tenn Local .. v City of Memphis*, 361 F3d 898, 905

Per exhibits *infra* are referenced ECF 40 & annexed hereto. (Ds') STI, Hertz Bros appear confused and argue that since police are not involved in the illegal tow scheme, then they are not liable. (D) Scott, et al., are "state actors" for 42 USC Sec 1983 purposes. (D) Warren city workers (D) Scott is a "state actor", like tow companies, city in *Robertson v Breakthrough et al*, argues state law has exclusive "subject matter jurisdiction", "Mich Comp L Sec 257.252e(1), ..relies on *Gilbert-Rutter v Parkview Towers*..WL 2016 3913713 at 2 (ED MI).. however

Gilbert-Rutter.. concerned a single plaintiff challenging the one-time tow of a vehicle with expired plates”. See Ex 23 *Gilbert-Rutter v Parkview Towers et al.*, Case 16-11-10, dismissing pro’sse complaint @ p 3 para 1 “In Plaintiff’s amended complaint, all allegations .. legality of towing of her car from private property of (D) Parkview Towers. Plaintiff admits she was given 48 hours notice by Parkview towers prior to towing of her car. She admits that her car had expired plates, and that the car was considered abandoned. Plaintiff admits.. lease that she received from Parkview states that a vehicle can be towed for expired plates. Plaintiff also admits in her complaint that she could have retrieved her vehicle from the police but did not pay required fee. Per MCL §257.252a(2)(a), an abandoned vehicle is defined as, inter alia, “[a] vehicle that has remained on private property without consent of owner.” (P) lease, Parkview could remove cars parked on their property that had expired registration plates. Parkview had a contract with Goch & Sons Towing..”. Hence owner of property, Parkview Towers called tow company .. expired plates, after giving 48 hours notice pursuant to renter Gilbert-Rutter’s per written lease, within the direct language Mich Comp L Sec 257.2523(1) Ex 16 MI Abandoned Vehicle Code.” .. magistrate opinion was not appealed by plaintiff in *Gilbert-Rutter v Parkview Towers et al.*.. Case *sub judice*, is differentiated because 2 cars were towed, b) 2 cars were “operable”, c) state actors or STI tow company under Mi Abandoned vehicle code was not allowed on private property to tow cars

d) cars had current plates, insured to same address as (PN) owner's driver's license
e) Came on private property without warrant behind a privacy fence g) "other acts" 22-cv-10918 *Nelson et al., v Service Towing Inc. et al.*, where same (Ds') towed 4 other cars, (D) SCOTT & other city employees entering (Ps') residence without search or administrative warrant as found by this Court but dismissed on "statute of limitations" grounds ECF -even though "dismissed" on statute of limitations grounds can still be considered as "other acts" for (D) city liability. "Under the continuing violation doctrine, certain plaintiffs can overcome a statute of limitations defense by arguing that the allegedly unconstitutional acts were parts of a continuing violation amounting to a single wrong occurring within the limitations period." See *United Air Lines, Inc. v. Evans*, 431 U.S. 553 (1977), *Nat'l R.R. Passenger Corp. v. Morgan*, 536 U.S. 101 (2002), and *Ledbetter v. Goodyear Tire & Rubber Co., Inc.*, 127 S. Ct. 2162 (2007) (Ds') Hertz Bros., Sandra Hertz & employee Sullivan worked with (D) Scott to "set up" (PT) .. citizens arrests (P) Thrower Ex 24 Warren 7/16/21 police report. "scheme... violated federal statutes and constitutional rights -all 'arise under the Constitution, laws, treaties of United States.' 28 USCA Sec 1331. Court has jurisdiction. *Carmen Auto Sales III Inc. v City of Detroit*, 2018 WL 1326295, @ 3-4", "explaining: 'Congress—not state a state legislature—controls federal court jurisdiction..nothing in Sec 257.252e(1).. limits a federal court's jurisdiction to hear federal claims...'" *Robertson et al v Breakthrough et al.*, pg. 11. Indeed, per facts complaint, Michigan Vehicle Code Sec 257.252e(1), does not even apply to

the facts accepted as true, since only property owner or police can authorize tows off private property, which “state actor”, working under Supervisor of Property & Maintenance. Hence, “*Breakthrough*’s authority to tow vehicles derives from Michigan Vehicle Code, which allows for towing of an ‘abandoned vehicle’—that is ‘a vehicle that has remained on private property without consent of the owner’ Mich Code L, Sec 257.252a(2)(a). A towing agency may take custody of an abandoned vehicle through one of two ways: (i) .. direction of a police agency, see Sec 257.252(a)(4), or (ii) at the request of the owner of the private property where the abandoned vehicle is located, see Sec 257.252a(10).” Hence tow company (Ds’) = appellees STI, Hertz Bros cannot rely on a state code to violate (Ps) US Constitutional rights that does not even apply per the facts accepted as true.

Police have not been identified or served. “For (Ps’) to state a claim for civil conspiracy, ‘all that must be shown is that there is a single plan,.. alleged coconspirator shared in the general conspiratorial objective, and that an overt act was committed in furtherance of the conspiracy that caused injury to the complainant”, *Memphis*, 361 F3d 905. The “conspiracy” was to tow 2 licensed, , insured cars from (P-Nelson) home and (P- Thrower) & take personal property. It is well settled law that private parties can “conspired with state actors. (Ds’) STI, AT LLC employees Hertz Bros., Sandra Hertz, Edward Hertz, Randy Sullivan acted “in concert”, “conspiracy” with state (Ds’), engage in conduct under “color

of State law,” .. subject to liability under section 1983 where they “act jointly” or conspire with state government officials. See, e.g., *Brentwood Acad. v. Tenn. Secondary Sch. Ath. Ass’n*, 531 U.S. 288, 296 (2001); *Tower v. Glover*, 467 U.S. 914, 919 (1984); *Dennis v. Sparks*, 449 U.S. 24, 27 (1980); cf. *United States v. Price*, 383 U.S. 787, 794 (1966) (holding that, for purposes of finding liability.. criminal law analogue of section 1983, 18 U.S.C. § 242, private individuals acting jointly with state officers engage in conduct “under color” of state law). All private appellees ABLE TOWING LLC, SERVICE TOWING INC., owners DENNIS HERTZ. BRUCE HERTZ, SANDRA HERTZ and their employee=Randy Sullivan via agency law “act jointly” and / or “conspire with state government officials” i.e. appellee (D) City of Warren Property & Maintenance Supervisor Scott et al., *Brentwood Acad. V Tenn. Secondary Sch. Ath. Ass’n*, *supra* with City of Warren MI Property & Maintenance division, (d) Robert Scott, Does, (Ds’) all acting in their ‘individual capacities’ at all times per facts of this complaint and conspired with private towing company STI, AT LLC and Hertz Bros., Sullivan, employees. Appellees’ (Ds’) STI, AKA AT LLC, Hertz Bros, & Sandra Hertz, claim they were “just fulfilling a contract”, with (D) city of Warren, yet the existence of a “contract”, “with state and private actors, so that the action may be attributed to the state’, ‘to take a particular action so .. really that of the state’” *Robertson et al v Breakthrough et al* @ 12. See *Memphis Tenn Area Loc Am Postal Workers Union*

AFL-CIO v Memphis, 361 F3d 898, 905, “nexus test, state compulsion test, and conspiracy framework are all sufficient bases on which to find the private company liable under Sec 1983..elements of these three theories: * ‘The state compulsion test requires proof that the state significantly encouraged or .. coerced either overtly or covertly, to take a particular action so that the choice is really that of the state.’ *Moldowan*, 578 F3d at 399. The “particular action” i.e. illegally tow cars, appellees (Ds’) STI, Hertz Bros., Edward & Sandra Hertz, employee Sullivan is mandated by their “contract”, “so that choice is really that of.. state’ *Moldowan*, *Id.*” “.. nexus test requires a sufficient close relationship (i.e. through state regulation *or contract*) between ..state and..private actor so... action may be attributed to the state.”” *Robertson et al v Breakthrough Towing et al.*, at 12, i.e., “contract” appellees (Ds’) STI, Hertz Bros claim for immunity, in the law shows liability, “contract) between the state and private actor .. action may be attributed to the state.”” *Robertson et al v Breakthrough Towing et al.*, *Id.* * 1983 civil conspiracy occurs where ‘private party has conspired with state officials to violate constitutional rights, and (3) an overt act was committed.’ *Revis v Meldrum*, 489 F3d 273, 290 CA6”, *Robertson et al v Breakthrough Towing et al.*, *supra* @ p12 The fact that 2 cars were illegally towed is “1983 civil conspiracy occurs... violate constitutional rights..and (3) an overt act was committed.”” Overt Act: = (D) “state actor” Warren Property Maintenance Supervisor Scott (Ds) STI, Hertz Bros

state they have a “contract”, hence their “contract” with (D) city of Warren requires (Ds’)-STI, Hertz Bros, Sandra Hertz to violate (Ps’) US Constitutional rights, enter private property-tow cars in violation of 4,5,14th Amendments US Constitution, “so that.. choice is really that of ..state” *Moldowan, Id.* and “contract” claimed by (Ds’) STI, Hertz Bros. to make them not liable is in fact “nexus test requires a sufficient close relationship (i.e. through state regulation *or contract*) between the state and the private actor so that the action may be attributed to the state.’”

Robertson et al., v Breakthrough Towing et al., supra. (D) scott as observed by (p) thrower directed towing (ps’) 2 cars, took personal property “without notice and an opportunity to be heard at a meaningful time” *Fuentes v Shevin*, 92 SCt 1983

Due Process: The due process cl 14th Amendment ensures no party will be *deprived of property without notice and an opportunity to be heard at a meaningful time* and in a meaningful manner. *Fuentes v. Shevin*, 92 S. Ct. 1983, .. Fourteenth Amendment protection of property has been broadly extended to “any significant property interest.” *Boddie v. Connecticut*, 401 U.S. 371, 379, It is undisputed .. Uninterrupted use of one's vehicle is a substantial property interest, and that before “local government may so interrupt its use, ..owner is entitled to due process.” *Bell v. Burson*, 402 U.S. 535, 539. Per ECF 40 Ex 1, also annexed hereto is Judge 37th District Court issuing order 7/7/21, same day cars were towed. Cars were towed 9:00 AM. 1) order was not and could not be served on (Ps’) same day, (PN) was in

Ascension Hospital. 2) Order states “inoperable vehicles”. (Ps’) 2 cars were “operable” per facts and driven away from (D) STI towing facility ECF 40 Ex 21 & annexed hereto as Ex 21 @ Speedway “gas station after removal from (D) STI tow yard-shows ‘operable’”. (Ps’) were “deprived of property without notice and an opportunity to be heard at a meaningful time and in a meaningful manner”.

Fuentes v Shevin, Id. “state actors”. Several of the “overt acts” are: 1) coming on the private property to tow 2 cars and take the personal property, 2) Telephone call from City of Warren Property & Maintenance Doe, Scott to STI, Hertz Bros Towing. MI Code L Sec 257.252a(2)(a) statute Warren Property and Maintenance Supervisor, (D) SCOTT, Doe- has “no authority” to tow vehicles off “private property” in violation of well settled “black letter” law 2018 *Collins v Virginia*, as “property and maintenance” employees for (D) City of Warren... police officers. “Sec 257.252a(2)(a). A towing agency may take custody of an abandoned vehicle through one of two ways: (i) at the direction of a police agency, see Sec 257.252(a)(4),..”. (Ds’) STI, Hertz Bros entered into a conspiracy, meeting of the minds, with “state actors” (D) Scott, Doe evidenced by (D) STI admitted “mystery contract” to violate (Ps’) US Constitutional rights acting in their “individual capacities”. “.. that the nexus test requires a sufficient close relationship (i.e. through state regulation *or contract*) between the state and the private actor so that the action may be attributed to the state.” *Robertson et al v Breakthrough Towing et*

al., at 12”, P-Thrower saw (D) Scott ordering towing of 2 cars and loading (PT) mower into (PT) truck upside down ruining.

(Ds’) STI, Hertz Brothers cite a “contract” with city of Warren tow cars when called by Warren City employees. (Ds’) STI, Hertz Brother’s have not produced this contract, and (Ps’) aver that it should not be allowed as a defense, said “mystery contract”. Further, said contract would be illegal if interpreted to enter private property at the request of (D) city of Warren Property & Maintenance employees, supervisor appellee (D) Scott to tow licensed, plated, insured vehicles registered to same address. “Private parties may also be liable under Sec 1983 if they ‘willfully participated in joint actions with state agents’ by joining a civil conspiracy with state officials *Memphis Tenn Area Loc., Am Postal Workers Union, AFL CIO v City of Memphis*, 361 F3d 898, 905 CA 6. “knowingly allowed the seizure ...in reckless disregard of statute requirements’ ...violated (Ps) clearly established Fourth Amendment rights to be free from unreasonable seizures’ *Livingston*, 151 F.App’x at 476..for plaintiffs to state a claim for civil conspiracy ‘all that must be shown is that there was a single plan”, appellees STI, Hertz Bros, Sandra Hertz, Edward Hertz-private parties aver “mystery contract” allows them to break the law, violate United States Constitutional rights, yet fails to produce same ,“ .. nexus test requires a sufficient close relationship (i.e. through state regulation *or contract*) between...state and.. private actor so ..action may be

attributed to the state.” *Robertson et al v Breakthrough Towing et al.*, at 12”, & at *Robertson et al., v Breakthrough Towing LLC et al.*, @ p 6 para 2, Mich Comp. L. Sec 257.252a(11).” Owner of property owner, a circumstance not authorized by Mich. Code L Sec. 257.252a”, “Before removing the vehicle from private property, the towing agency shall provide notice by telephone, or otherwise, to a police agency having jurisdiction over the “mystery contract” not produced in discovery cannot be relied upon to break the law, violate the constitution and contract shows “may be subject to liability under section 1983 where they “act jointly” or conspire with state government officials. See, e.g., *Brentwood Acad. v. Tenn. Secondary Sch. Ath. Ass’n*, 531 U.S. 288, 296 (2001); *Tower v. Glover*, 467 U.S. 914, 919 (1984); *Dennis v. Sparks*, 449 U.S. 24, 27 (1980); cf. *United States v. Price*, 383 U.S. 787, 794 (1966) (.. finding liability under the criminal law analogue of section 1983, 18 U.S.C. § 242, private individuals acting jointly with state officers engage in conduct “under color” of state law). All private (Ds’) ABLE TOWING LLC, SERVICE TOWING INC.,=STI, owners Dennis Hertz, Bruce hertz, Sandra hertz & employees=Randy Sullivan via agency law “act jointly” and / or “conspire with state government officials” i.e. (D) City of Warren Property & Maintenance Supervisor Scott et al., *Brentwood Acad. V Tenn. Secondary Sch. Ath. Ass’n*, *supra* with City of Warren MI Property & Maintenance division, (d) Robert Scott, Does, (Ds’) all acting in their ‘individual capacities’ at

all times per facts of this complaint and conspired with private towing company STI, AT LLC and Hertz Bros., Sullivan, employees. See “other acts” of city of Warren, Ex 29 6/24/23 “Warren police officer caught on video punching jail inmate pg 1-5. Ex 24 Warren Police Report dated 7/16/21, “other act” (Ds’) STI, Hertz Bros., working w “state actor (D) Scott in re “citizen’s arrest” @ (Ds’) STI tow yard, Hertz Brother, Sullivan defendants. “One theory that civil rights attorneys have used to establish § 1983 liability is a ratification theory. Under a ratification theory, the plaintiff argues, that because the municipality subsequently approved of conduct by its officials that deprived the plaintiff of his constitutional rights, the municipality should be liable under §1983. In *City of St. Louis v. Praprotnik*,⁴ a plurality in the United States Supreme Court accepted this theory: when a final policy maker “approve[d] a subordinate’s decision and the basis for it, their See *City of St. Louis v. Praprotnik*, 485 U.S. 112, 127 (1988) (Ps’) aver that (D) STI admission of “tow contract” with (D) city of Warren, “approved of the conduct by its officials that deprived the plaintiff(s) of (their) constitutional rights,...the municipality should be liable under Sec 1983” Id” . Per lawsuit “accepted as true”, (Ps’) are proceeding against the (D) city of Warren under *Monell v. Department of Social Services of the City of New York*, *infra* which created.. for civil rights P to seek money damages against a city. *Pembaur v City of Cincinnati*, *infra* “Monell.. recovery.. municipality is limited to acts.. ‘municipality’-that is, acts which the municipality has officially sanctioned or ordered.’”. “1st Ps’ allege (D Warren) has an unconstitutional policy. These policies may written or unwritten, so

long as .. attributed to a “policymaker.” Warren has an unconstitutional policy” &/or towing cars for “blight” entering private property without search warrant “policymakers.. elected officials or those defined as policymakers by state law. This.. also provides a standard of causation: if a subordinate employee is the party responsible.. deprivation of rights, the local entity may only be responsible if a certain policy was a “moving force” behind their action. This but-for standard .. 2nd a local entity may be liable .. § 1983 for unconstitutional customs and practices. .. advantageous to a civil rights plaintiff when no policymaker can be identified. ... 3) if a policymaker delegates his or her authority to a subordinate employee or explicitly approves of unconstitutional actions,.. act can be said to be “of the municipality” by adoption. 4) civil rights plaintiff may allege deliberate indifference. .. applies to single-incident-type injustices and concerns the city or county’s failure to hire, train, or supervise its employees. Deliberate indifference liability attaches when policymakers of ..local entity are aware .. risk and grossly neglect to address it. Blatant unconstitutional policies are (not) authorized by city councils.. admissible evidence proving policymaker authorization or adoption of a subordinate employee’s unconstitutional action is often non-existent” . Ps’ alleges was a final policymaker] acted under color of state law; 2. acts of (Ds’) final policymaker deprived Ps’ of rights under United States Constitution. (D) ,final policymaker had final authority from (D) City Warren concerning these acts. When Ds’ final policymaker engaged in these acts, was acting as a final policymaker for (D) City Warren and acts, final policymaker caused the deprivation of the plaintiff’s rights; that is, final policymaker’s acts were so closely related.. deprivation of Ps’ rights as to.. moving force that caused ..ultimate injury. Person acts “under color of state law” when person acts or purports to act in performance of official duties under any state, county, or municipal law, ordinance or regulation. *Monell* liability is based on the acts of a final policymaker. For other bases

of *Monell* liability, Unlawful Official Policy, Practice, or Custom... Based on a Policy that Fails to Prevent Violations of Law or a Policy of Failure to Train *Monell v. Dep't of Soc. Servs. of N.Y.*, 436 U.S. 658, 691. Such liability attach when official or employee who caused a constitutional violation was acting as "final policymaker." *Lytle v Carl*, 382 F3d 978, 981. "To hold a local governing body liable for an official's conduct, a plaintiff must first show .. official (1) had final policymaking authority concerning.. action ..and (2) was the policymaker for the local governing body for purposes of particular act." Whether an official is a policymaker for *Monell* purposes is a question of state law for the court" *City of St Louis v Praprotnik*, 485 US 112, 123 .. determination is made on a function-by-function approach analyzed under state organizational structure. A "policy" is a deliberate choice to follow a course of action made from among various alternatives by ..official responsible for establishing final policy" Ps' seeking to establish municipal liability under this theory.. demonstrate that an action of final policymaker "was the 'moving force' behind the constitutional violation Ps' suffered." "To meet this requirement, P.. show both causation-in-fact & proximate causation." *Id*. A municipality may be liable for the acts of a final policymaker if these acts caused a constitutional violation, even if the constitutional violation occurs only once. *Pembaur v City of Cincinnati*, 475 US 469, 478 municipality is also liable if a policymaking official fully..."

- 1) Per Ex 38-39 Affidavits of (Ps') "At 7568 Hudson Ave Warren MI 48090 since approximately 2019 there was a gate across the driveway where each half swung open.
- 2) The tenant BRANSON did not have a car so there was no need for BRANSON to open or close the gate because there was a 2nd gate to walk through.
- 3) Branson was instructed to keep the gate(s) closed.

- 4) The gates are shown in exhibit 32 pg. 2, annexed hereto, same as ECF 40 Ex 32 pg. 2, Ex 36 pictures. The Ex 36 pictures were taken 7/11/24 after property was sold and the new owner removed the gate.
- 5) There was a "privacy fence" built with (D) city of Warren permit where zoning employee Bagdamente instructed affiant that privacy fence had to be online with the main structure of house.
- 6) Per Ex 36 photos the yard was completely fenced in.
- 7) There was a "no trespassing sign" posted on the privacy fence that became faded after time similar to Ex 38 picture.
- 8) 2008 Honda bumper is torn underneath and needs to be replaced per witnessed proffered for trial and it is the opinion of witness that towing of 2008 Honda from the rear torn the bumper underneath in 2 places per conversation with witness.
- 9) Per (D) STI, Hertz Bros (Ds') the tickets annexed to ECF , unlabeled and annexed hereto as Ex 37 pg. 1-5 were all issued the same day 7/7/21 the day the 2 cars were towed or Ex 37 pg. 3=7/8/21 the day after so as to not be relevant except to show that (Ds') returned to property to write the same tickets again. Per para 10, infra, (PN) Honda was parked on the cement behind the house & was "operable".
- 10) (PN) was in Ascencion hospital having travelled there by ambulance the day before 7/6/21

The normal procedure per Warren code is write a ticket if car is parked on the grass and allow violator to appear in an administrative hearing NOT tow the car on grass the same day "without notice and an opportunity to be heard", *Mullane v. Central Hanover Bank & Trust Co.*, 339 U.S. 306 (1950) "Notice must be reasonably calculated under the circumstances to inform interested parties of a pending action and give them an opportunity to respond."

- 11) Per covid Michigan & Warren had "stayd" all evictions, including 3/10/20 eviction of tenant BRANSON, per "occupying an uncertified structure ticket". 7568 Hudson Ave was owned by St Anthony the Great Romanian Orthodox Monastery ECF 40, Ex 33-34, deed for both parcels, not (Ps')", who leased apartments at 7568 Hudson Ave address ECF 40 Ex 2-3

(PT) STATES A CLAIM THAT (D) SCOTT VIOLATED (PT) 4th, 5, 14 US CONSTITUTIONAL RIGHTS WHEN HE DID A CITIZENS ARREST ON (PT) AND WORKED WITH PRIVATE (Ds') STI, HERTZ BROS., SANDRA HERTZ, RANDY SULLIVAN TO "STALL" (PT) AND NOTIFY

(D) SCOTT WHEN (PT) CAME TO RETRIEVE CARS PER EALIER AGREEMENT

Judge in action dismissed the state law claims. This leaves 4, 5, 14th Amendment US Constitution claims per the fact which must be accepted as true. See ECF 55

27. "On 7/8/21 (PT) went to (D) STI 6006 Rinke Ave Warren MI to retrieve Silverado at about 8.30 AM.

28.(D) Hertz Brother &/or employee (D) Sullivan stalled (PT) per earlier agreement with (D) Scott-for approximately 30 minutes pretending like (D) could not find (PT) Silverado."

OBJECTION No. 1 MAGISTRATE ERRED BY STATING PLAINTIFF THROWER= (PT) DID NOT STATE A 4TH AMENDMENT CLAIM AGAINST ROBERT SCOTT-Warren Property & Maintenance supervisor when he did a citizens arrest at service towing inc=STI tow yard 7/8/21 working in agreement with (D) STI Towing, Hertz Bros., Sandra Hertz, Sullivan employee. Per complaint ECF 29 pg 12, P "67. On 7/8/21 (P) Thrower went to tow yard to retrieve Silverado @ 9:15 AM.

68. (D) Hertz brother or (D) Sullivan stalled (P) Thrower and (D) Hertz brother(s) & or Sullivan, Sandra Hertz, called (D) Scott, Property and Maintenance Supervisor per earlier agreement who rushed over to (STI).

69. 9.40 AM (D) Scott #32 (deceased-estate substituted) arrived at (D) STI...6006 Rinke Ave Warren MI and threw (PT) against .. (restrained Thrower physically in center right of (D) STI garage where (D) Doe Hertz Brother or (D) Sullivan told (P) Thrower to wait) physically restraining (P) Thrower inside STI garage (D) Scott yelling @ (P) Thrower 'there was a warrant out for housing violations (allegedly) issued 7/7/21'". See ECF 40, INDEX OF EXHIBITS 26 pg 1-2 AFFIDAVIT OF ALBERT THROWER, Ex 25 pg 1-3 new Affidavits of (Ps') (two affidavits), Ex 38-39 annexed hereto.

70. "(P) Thrower yelled at (D) Scott 'what are you doing'? (D) Scott replied 'doing a citizens arrest'. (P) told (D) SCOTT that under Michigan law (p 13) he could (NOT) sic perform a citizen's arrest. (P) Thrower proceeded to call 911 to report crime of Kidnapping in process under MI law. (D) Scott knocked (P) Thrower 313 line out of his hand and knocked (P) Thrower glasses off, breaking them committing felony 'assault and battery'. (P) Thrower told (D) Scott #32 "you are assaulting me and doing battery on me', (D) Scott (deceased-estate substituted-if needed per AMENDED filing) roughing (P) Thrower up and holding his hands behind his back." (D) Scott is an x-Warren police officer of 28 years, (obit) and apparently still thinks he was a police officer.

71. "While restraining (P) Thrower (D) Scott #32 searched (P) Thrower Aldi's bag with personal propertyperforming illegal search and seizure under United States Constitution 4, 5, 14th Amendment including illegal seizure by physically restraining (P) Thrower."

72. "Under Michigan law (D) Scott did not have authority to do a citizen's arrest for misdemeanor warrant. (P) Thrower told (D) Scott he did not have legal authority to restrain (P) Thrower, to which (D) Scott #32 responded, 'I am doing a citizen's arrest'. Which (P) Thrower informed (D) Scott 'he did not have authority to perform a citizen's arrest under MI law per facts.'"

73. "(P) Thrower phone was knocked out of his hand, and he was forcibly detained and injured ... by (D) Scott."

74. "Covid was still an issue during this alleged citizen's arrest 7/8/21 and (D) Scott was yelling @ (P) Thrower and spit was going on (P) Thrower from (D) Scott."

75. After about 10-15 minutes of (P) Thrower being physically restrained by (D) Scott Warren police arrived (witnessing (D) Scott physically restraining (P) Thrower).

76. Warren police witnessed the felony in process of kidnapping (P) ..Thrower and did not arrest (D) Scott but rather arrested (P) Thrower for alleged misdemeanor housing violations.”

Magistrate erred because it appears that since Warren police ultimately arrested (P) Thrower that (D) Scott did not perform a “citizen’s arrest” as he claimed he did to (P) Thrower.

(D) Scott having ample to time to respond under oath does not deny this assault and citizen’s arrest took place, nor have Warren police officer’s arrived who witnessed same, or (D) Hertz Bros (Ds’) or employee Sullivan.

77) “Under Michigan Code of Criminal Procedures Act 175 of 1927, 764.16 Arrest by Private Persons... Section 16, For a felony committed in the private person’s presence

- ... committed felony not in private person’s presence, If the private person is summoned by a peace officer to assist the officer....(d)” ECH 46 pg 3, P 2, magistrate correctly states fact: “July 8, 2021, Thrower went to the tow yard to retrieve the vehicles... (D) Hertz (or (D)=Doe employee Sullivan-who was mistaken as one of the (Ds’) Hertz Brothers stalled Thrower while (D) Scott was on his way to the tow yard (after being called by (D) Hertz Bros per agreement). When (D) Scott arrived, he threw (P) Thrower against the wall and conducted a citizen’s arrest for unsafe structure-for-habitation ticket(issued the day before 7/7/21 & not served on (P)) (Id. At PageID,94-95) (as noted in (Ps’)

brief tenant Branson had her eviction stayed because of covid, and then evictions were tolled because of covid-later (D) Scott testified at 8/21 eviction hearing that Branson should be allowed to stay at Hudson property for free while (D) Scott helped her find a place & “it was a nice apartment” Tsp of hearing-to 37th District Court’s Judge Chuma’s dismay). While restraining ((P) Thrower), (D) Scott searched through Thrower’s bag (and assault and battery (P) Thrower per ECF 29 pg 12-13 complaint “which must be accepted as true” quoted *supra*. Thrower alleges that Scott lacked authority to conduct a citizen’s arrest for a misdemeanor charge. Warren police then arrived but did not arrest Scott for kidnapping; instead, they arrested (P) Thrower on the misdemeanor housing violation.” Magistrate was correct by holding (Ps’) complaint to a lesser pro’sse standard per *Haines v Kerner*, 404 US 519, 520. @ pg 5 P 2.

Magistrate erred in applying law in re citizen’s arrest. Pg 22 ECF 46 PageID 547, as to probable cause for (D) Scott to do a citizen’s arrest-restrain (P) Thrower, “assault & battery on (P) Thrower per ECF 25 Amended complaint quoted *supra*. (D) Scott is not a police officer, magistrate using “The officer subjective reason for making the arrest ...” *Devenpeck v Alford*, 543 US 146, 153. As stated in ECF Amended complaint 29 (D) Scott is a supervisor Warren Property and Maintenance. (Ps’) can find no law, that an employee of Warren property and maintenance can do a “citizen’s arrest” as (D) Scott claimed he did, Scott was attacking, restraining, knocking (PT) glasses off, knocking his phone out of his hand, spit on during covid, and searching ALDI bag until Warren police arrived “10-15 minutes later”, he being a public official, city of Warren employee under Michigan law was not allowed to do same. Using a police case as to whether a police had probable cause to arrest ... *Devenpeck Id.*, is not on point. “Held: 1. A warrantless arrest by a law officer is

reasonable under the Fourth Amendment if, given the facts known to the officer, there is probable cause to believe that a crime has been or is being committed...officers to cease providing reasons for arrest, or to cite every class of offense for which probable cause could conceivably exist. Pp. 5–9.”, “Officer .. State Patrol, ..supervisor, Sergeant Devenpeck,” *Devenpeck v Alford, Id.* Complaint ECF 29, (D) Scott=(D) city of Warren Property & Maintenance”, not “a police officer”, so *Devenpeck v Alford, Id.*, is not relevant. (D) city of Warren failed to train (D) Scott and “train” him that he is “(not) a law officer” as he was for 28 yrs (Scott obit). The city of Warren is liable for it’s failure to train policy” and ample case and newspaper articles set forth in Ps’ ECF 40 RESPONSE TO DEFENDANTS MOTION TO DISMISS .. same as if rewritten herein including exhibits 1-35. Magistrate states @ pg 22 para 2 “As Scott noted, PT did not allege that .. citizens arrest ... was affected without probable cause...” . Scott, per ECF 29 pg 6 P”15) (D) Scott=supervisor of city of warren property maintenance div..”. For a city employee law states he cannot make a “citizens arrest”. There is no weighing if he had “probable cause” as he is not a police officer. 2nd, Warren Police officers that arrived 10-15 minutes later and observed (D) Scott “physically restraining” (PT) had they been “properly trained” would have observed that there was a felony in the process of kidnapping, assault & battery & should have arrested (D) Scott instead of arresting (PT) for outstanding misdemeanor warrant-issued day before. ECF 40, index of exhibits, Ex 26 pg 1-2 AFFIDAVIT (PT) See 3rd Amended complaint ECF which must be accepted as true: ECF 55.

- 1) “ On 7/8/21 (PT) went to (D) STI 6006 Rinke Ave Warren MI to retrieve Silverado at about 8.30 AM.

- 2) (D) Hertz Brother &/or employee (D) Sullivan stalled (PT) per earlier agreement with (D) Scott-for approximately 30 minutes pretending like (D) could not find (PT) Silverado.
- 3) (PT) was told to wait in STI garage and (D) Scott arrived and attacked (PT) ..in (D) STI garage and physically restraining (PT) while (Ds') Hertz Bros &/or Sullivan watched
- 4) (PT) yelled "what are you doing"? (D) SCOTT said "I am doing a citizens arrest, there is warrant out for you for housing violations."
- 5) (PT) told (D) Scott that under MI law he could not perform a citizens arrest for alleged misdemeanor housing violations.
- 6) (PT) called 911 to report kidnapping in process and assault and battery, with (D) SCOTT knocking phone out of (PT) Thrower's hand injuring same after 911 operator answered-(PT) amended witness list to obtain this 911 recording. .. (D) Scott searched (PT) Aldi's bag.
- 7) 7/21/21 (PT) filed police report on (D) Scott "assault and battery", "kidnapping" Incident #21-33784..." CLAIM NUMBER TWO

Per facts same rewritten herein (D) Scott violated (PT) US Constitutional rights to be free from unconstitutional seizure in violation 4, 5, 14th Amendment when (D) Scott performed "citizen's arrest" when as a matter of law (D) Scott was not legally allowed to. (D) Scott acted in agreement, tandem, conspiracy, actions "inextricably intertwined", with (D) Hertz Brothers, (D) Sandra Hertz, (D) Randy Sullivan to detain, stall (PT) at (D) STI, call (D) Scott who rushed over to do "citizen's arrest", search (PT) at (D) STI garage while (D) Hertz Brother(s) &/or (D) Sullivan watched per agreement.", "legality of citizen's arrest changes, .. arresting individual becomes subject to same 4th Amendment restrictions on search and seizure as law enforcement officers. ... inherent danger .. arresting citizen may face, that this is a rare occurrence.

..citizen detaining another person by citizen's arrest,... does not adhere to the standards for legal search and seizure, the arresting citizen may face criminal prosecution...citizen's arrest is determined to be unlawful, ..arresting individual ..exposed to civil liability, and ..criminally charged ..crimes as: False imprisonment, Assault & battery" Citizen's Arrest - .. (legaldictionary.net),
"Sec. 1983, Fourth Amendment, and False Arrests"

- Section 1983 allows a false arrest victim to sue the offending officers for a constitutional violation under the Fourth Amendment.. false arrest serves as an unreasonable seizure... offending officers were acting under color of state law while conducting the arrest, Section 1983 enables the victim to file a civil lawsuit." Civil Rights Protections & False Arrest By Police (federalcriminallawyer.us)



Albert Thrower pro'se

Respectfully submitted,



Elizabeth Nelson pro'se

CERTIFICATE OF SERVICE

A copy of this brief has been served on the below (Ds') 7/15/24, Mark Straetmans/ Rachel Selina 255 E Brown St #320 Birmingham, MI 48009 tel 2486459680

mstraetmans@berrymoorman.com rselina@berrymoorman.com

Jenifer Mead PO Box 806042 St Clair Shores, MI 48080 tel 3134851250 meadjenn@hotmail.com

Law Offices of Thomas H. Stidham. 1401 W Fort St. Rm 44-1815. Detroit, MI 48233. Tel (248) 303-0306 Tsstidham@hotmail.com



Albert Thrower, pro se



Elizabeth Nelson pro se

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INDEX OF EXHIBITS

EXHIBIT 1 Judge Chumra 7/7/21 Order 37th District Court Warren

EXHIBIT 2 Lease: PN-Plaintiff Elizabeth Nelson

EXHIBIT 3 Lease: PT=Plaintiff Thrower

EXHIBIT 4 8/1/21 Menards Mower Receipt

EXHIBIT 5 STI 2008 Honda Receipt \$330 dated 7/7/21

EXHIBIT 6 STI 2011 Silverado Receipt dated 7/7/21

EXHIBIT 7 Regal Tire Receipt dated 7/16/21 "towed in"- flat tire ● STI Tow Yard \$75

EXHIBIT 8 Pic (D) Mayor Fouts, (D) Robert Scott

EXHIBIT 9 p 1-2 3/11/20 pic of furnace taken after illegal entry into (Ps') basement apartment

EXHIBIT 10 p 1-2 3/11/20 pic in (Ps') basement apartment after illegal entry

EXHIBIT 11 p 1-4 3/11/20 pic (Ps') basement apartment after illegal entry

EXHIBIT 12 NILI 2011v City of Warren, EDMl class action

EXHIBIT 13 7/14/21 Warren Weekly "Warren tracks down 'bad landlord'", "Warren Mayor (D) Jim Fouts said".

EXHIBIT 14 Mail for (P) Elizabeth Nelson to 7568 Hudson Ave Warren MI 48091

EXHIBIT 15 "Fire Pit ordinance stands in Warren", dated 5/12/21, yet city (Ds') take (Ps') grill 7/7/21, \$75

EXHIBIT 16 List of Expenses Incurred so far as of 11/24/23

EXHIBIT 17 (PN) Driver's License showing 7568 Hudson Ave Warren MI 48091

EXHIBIT 18 Photo at (D) STI Tow yard (PN) Honda "blight" on windshield

EXHIBIT 19 Mower @ scrapyard-since (Ds') threw upside down in (PT) truck

EXHIBIT 20 (D) City of Warren bill for unidentified work 3/24/20 during covid,

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EXHIBIT 21 (PN) Honda @ Speedway Gas station after removal from STI tow yard-shows "operable"

Exhibit 22 *Haman v Dwyer et al.*, EDMl Case #11-13587, shows false arrest-not training officers, "pattern"

Exhibit 23 March 2022 Warren Flyer, (D) Fouts, "Prepared not Scared"

Exhibit 24 pg 1-2 (D) Mayor Fouts, Press Release -references "State of the City reception June 24, 2021", getting city employees fired up which led to (D) Scott attacking (PT) @ STI Tow yard

Exhibit 25 pg 1-3 Affidavit of Elizabeth Nelson (two affidavits)

Exhibit 26 pg 1-2 Affidavit of Albert Thrower

Exhibit 27 pg 1-13 Agreement spells out that Warren Police Commissioner Dwyer is "policymaker"

Exhibit 28 PRESIDENT TRUMP CORONAVIRUS GUIDELINES 3/16/20

* Exhibit 29 Pic of (PT) 2011 Silverado towed 7/7/21 pg 1-2 - Shows Gate

Exhibit 30 2-6-20, amended 32 pgs. 3-10-20 Michigan Governor Whitmer "covid emergency order"

Exhibit 31 Cleveland MetroHealth Cancer documentation 3/20 for (P) Thrower

GATE- Exhibit 32 Picture SIDE DOOR where (Ds') entered 7568 Hudson Ave 2 pages

Exhibit 33 Deed, and side lot transfer "St Anthony the Great Monastery"

Exhibit 34 Deed shows Saint Anthony Monastery owns property

Exhibit 35 "Other acts Warren police", shows "pattern", "This video sickening"

Ex 36 pg 1-9: Pics showing 40' yard enclosed and pg 1 Ex 29

Ex 37 pg Tickets GATE

Ex 38 (PT) Affidavit Ex 32

Ex 39 (PN) Affidavit Gate

Ex 40: No Trespassing Sign

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STATE OF MICHIGAN
 IN THE 37TH JUDICIAL DISTRICT COURT

CITY OF WARREN,

Plaintiff,

v.

Albert Dudley Thrower

(Defendant's Name)

7588 Hudson

(Address)

Warren, MI 48090

(City, State, Zip)

313-318-7370

(Telephone Number)

Defendant

Albert Dudley Thrower

ORDER TO CLEAN UP PROPERTY
 7588 Hudson, WARREN, MICHIGAN
 (Print Address)

At a session of said court held in the
 City of Warren, County of Macomb and State of Michigan
 on 07/07, 2021.

Present: Hon. John M. Chrura
 District Court Judge

This matter having been heard on 07/07/2021, for violation of the
 City of Warren Section(s) (1) 308.1, Junk on property, (2) 308.5, Rodent Harborage
 (Insert section numbers and identify the code—sanitary, property maintenance, etc.)
 (3) 308.2, Disposal of rubbish

Ordinance, and Defendant having appeared before this Court, and been found
 responsible for the violation(s), this Court orders that the property be cleaned as more
 particularly set forth in this Order, and Court being otherwise duly advised in the
 premises;

IT IS ORDERED, that within Today () days of this Order, Defendant shall
 comply with the conditions set forth in this Order. The property is described as:
 7588 Hudson 12-13-33-278-030

(Address, Legal Description, Parcel Identification Number)

EX A P 1

EX 1
 P 1

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The entire Property is to be cleaned and cleared of All debris including

outdoor furniture, wood, metal, plastic, cardboard, overflowing garbage, bags of
 garbage, inoperable vehicles, rodent harborage.

any and all junk and debris scattered on or about the front, rear, and side yards of the
 Property, and any overgrown or dead vegetation, from the Property and/or the fences.

IT IS FURTHER ORDERED, that in the event the Defendant fails to comply with
 the above requirements, the City of Warren may enter the Property and conduct any
 work necessary to comply with this Order.

IT IS FURTHER ORDERED, that the City may assess and collect all costs of
 such work necessary to comply with this Order, and may assess and collect all costs of
 such work and removal from the Defendant or otherwise lien the Property through any
 lawful remedy.

IT IS FURTHER ORDERED, that Defendant pay fines and costs in the amount of
 \$ TDB

IT IS FURTHER ORDERED, that Defendant may be held in contempt of Court
 for the failure to comply with this Order, and may be ordered to appear before this Court
 and show cause why he should not be held in contempt of this Court and subject to
 penalty of this Court.

This Court shall retain jurisdiction to enforce the provisions of this order.

District Court Judge

JOHN M. CHRURA

EX A P 2

EX 1
 P 2

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RENTAL AGREEMENTTHIS IS A LEGALLY BINDING CONTRACT.
IF NOT UNDERSTOOD, CONSULT AN ATTORNEY.

The Tenant(s) known as Elizabeth Nelson hereby agree to rent the dwelling located at 1500 Hudson Ave. Waukegan MI 48091.
The premises are to be occupied by the above named tenants only. Tenant may not sublet premises.

RENT The tenant shall commence on 8-1-10 at \$ 600 per month payable on the 1st of each month in full.

LATE FEES In the event rent is not paid by the 1st day after due date, Tenant agrees to pay a late charge of \$ 10.

UTILITIES Tenant shall be responsible for the payment of the following utilities: water, electric, gas, heating fuel, Telephone.

APPLIANCES Appliances provided in this rental are: stove, refrigerator, dishwasher, washing machine, dryer. Repairs will be made by said Tenant if damage is due to negligence of Tenant.

SECURITY Amount of security deposit is \$ 100. Security shall be held by Landlord until the time said Tenant has vacated the premises and Landlord has inspected it for damages. Tenant shall not have the right to apply Security Deposit in payment of any rent. Security deposits must be added proportionately with rent increases.

INSURANCE Tenant is responsible for liability insurance coverage on premises. Tenant agrees to obtain a "Renter's Insurance" policy and to provide Owner or agent with a copy of policy within seven (7) days of lease execution.

NOTICES Should tenant desire to vacate the premises, a 10 day written notice to the landlord is required. Should landlord desire to have tenants vacated, a 10 day written notice is required. Tenant agrees to allow premises to be shown at any and all reasonable times for re-rent.

REAL ESTATE COMMISSION (if applicable) In the event a commission was earned by a real estate broker, Tenant shall not take possession of the premises unless all fees due broker are paid in full as agreed. Commission is payable when this lease is signed by the Tenant(s). It is solely for leasing the rental for the Tenant and is not refundable under any circumstances regardless of any dispute or conditions between the Landlord and Tenant before or after occupancy is taken.

ACKNOWLEDGMENT Tenant hereby acknowledges that they have read, understood and agree to all parts of this document, and have received a copy.

	AMOUNT RECEIVED	BALANCE DUE
RENT:	<u>600</u>	
SECURITY:		
OWNER'S FEE:		

THE UNDERSIGNED TENANT(S) ACKNOWLEDGES RECEIPT OF A COPY HEREOF.

DATE: 8-10-2010

OWNER/AGENT St Anthony the Great Monastery
 PHONE 616-291-1111
 TENANT Elizabeth Nelson
 PHONE Ex C Ex 2

Case 2:23-cv-11597-BRM-CI ECF No. 40, PageID.439 Filed 11/30/23 Page 36 of 100

Case 2:22-cv-10818-MFL-APP ECF No. 79-2, PageID.1301 Filed 08/18/23 Page 27 of 27

Case 2:22-cv-10818-MFL-APP ECF No. 74, PageID.1194 Filed 06/08/23 Page 20 of 44

RENTAL AGREEMENTTHIS IS A LEGALLY BINDING CONTRACT.
IF NOT UNDERSTOOD, CONSULT AN ATTORNEY.

The Tenant(s) known as Albert Throver hereby agree to rent the dwelling located at 1500 Hudson Ave. Waukegan MI 48091.
The premises are to be occupied by the above named tenants only. Tenant may not sublet premises.

RENT The tenant shall commence on 6-1-14 at \$ 100 per month payable on the 1st of each month in full.

LATE FEES In the event rent is not paid by the 1st day after due date, Tenant agrees to pay a late charge of \$ 10.

UTILITIES Tenant shall be responsible for the payment of the following utilities: water, electric, gas, heating fuel, Telephone.

APPLIANCES Appliances provided in this rental are: stove, refrigerator, dishwasher, washing machine, dryer. Repairs will be made by said Tenant if damage is due to negligence of Tenant.

SECURITY Amount of security deposit is \$ 100. Security shall be held by Landlord until the time said Tenant has vacated the premises and Landlord has inspected it for damages. Tenant shall not have the right to apply Security Deposit in payment of any rent. Security deposits must be added proportionately with rent increases.

INSURANCE Tenant is responsible for liability insurance coverage on premises. Tenant agrees to obtain a "Renter's Insurance" policy and to provide Owner or agent with a copy of policy within seven (7) days of lease execution.

NOTICES Should tenant desire to vacate the premises, a 10 day written notice to the landlord is required. Should landlord desire to have tenants vacated, a 10 day written notice is required. Tenant agrees to allow premises to be shown at any and all reasonable times for re-rent.

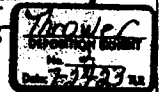
REAL ESTATE COMMISSION (if applicable) In the event a commission was earned by a real estate broker, Tenant shall not take possession of the premises unless all fees due broker are paid in full as agreed. Commission is payable when this lease is signed by the Tenant(s). It is solely for leasing the rental for the Tenant and is not refundable under any circumstances regardless of any dispute or conditions between the Landlord and Tenant before or after occupancy is taken.

ACKNOWLEDGMENT Tenant hereby acknowledges that they have read, understood and agree to all parts of this document, and have received a copy.

	AMOUNT RECEIVED	BALANCE DUE
RENT:	<u>100</u>	
SECURITY:		
OWNER'S FEE:		

+ Management Fees
Albert Throver living in ANY
Available Apartment
 THE UNDERSIGNED TENANT(S) ACKNOWLEDGES RECEIPT OF A COPY HEREOF.
 DATE: 6-1-14

OWNER/AGENT St Anthony the Great Monastery
 PHONE 616-291-1111
 TENANT Albert Throver
 PHONE Ex 3



CONSOLIDATED DOCUMENT SOLUTIONS LLC - FRASER, MI 48936 - (800) 895-8100 482289

332301

HEITZ Bros.

888-786-8600

SERVICE TOWING, INC.

24 Hour Towing and Road Service
Heavy Duty Truck Towing

0000 REMKE

WARREN, MICHIGAN 48091

Date 7-2-81

Name John J. Heitz

Address 20000 E. 14th Ave.

City Warren, Michigan

WFO-1

Called by John J. Heitz

MAKE OF CAR Oldsmobile INS. CO. Olds

LICENSE NO. 1A149202 STOCK NO. 1

TROUBLE Engine CLAIM NO. 1

VIN# 1G2AG112121010101

TOWED FROM 7500 S. 11th Ave

TOWED TO 20000 E. 14th Ave

MILEAGE 10 COLOR White

	YES	NO		YES	NO
KEYS		<input checked="" type="checkbox"/>	CASSETTE		
FLATES			WHEELS		
VIN GOOD			SPARE		
ALL-PM			WHEEL COVERS		
CS					

REMARKS

TOW CHG.	<u>1.00</u>
SERVICE CHG.	<u>1.00</u>
LABOR CHG.	
STORAGE	
PAID OUT	
DOLLEY USE	
STATE FEE	<u>1.00</u>
CITY FEE	<u>1.00</u>

DRIVER	TRUCK NO.	YARD LOCATION	Total

R.O.	P.O.
------	------

AUTHORIZED BY

Ex 6

[illegible]

Ex 7

regarding the legal claims at issue in this lawsuit. You also will not be bound by the Orders the Court issues and judgments the Court makes in this lawsuit.

23. How do I opt out of the Class?

If you want to opt out of the Class, you must send a written "Request to Opt Out", which references the case name, "WELLS, LLC, et. al v City of Warren" to all of the following addresses:

Mark E. Wawory, Mark E. Wawory, P.C. 2401 W. Big Beaver Rd. Ste 300 Troy, MI 48064	John Gillooly Goran Lucow Miller, P.C. 1155 Brewery Park Blvd Ste 200 Detroit, MI 48207
--	---

If you wish to opt out of the Class, your Request to Opt Out must be postmarked by February 26, 2024.

24. What happens if I do not do anything?

By doing nothing, you are choosing to stay in the Class. You don't have to do anything now if you want to stay in the Class. If you stay in the Class and the Class Representatives obtain money or benefits, either as a result of a trial or a settlement, you will be notified about how to apply for a share. Regardless of whether the Plaintiff wins or loses the trial, if you do not opt out of the Class, you will not be able to sue, or continue to sue Defendant as part of any other lawsuit for the same legal claims that are the subject of this lawsuit. You will also be legally bound by all of the Orders the Court makes and judgments the Court makes in this lawsuit.

THE LAWYERS REPRESENTING YOU

25. As a Class Member, do I have a lawyer representing my interests in this Class Action?

Yes. The Court has appointed lawyers to represent you and other Class Members. These lawyers are called Class Counsel. The following lawyers are representing the Class:

Mark E. Wawory Mark E. Wawory, P.C. 2401 W. Big Beaver Rd. Ste 300 Troy, MI 48064 (248) 649-9957	Aaron Cox The Law Offices of Aaron D Cox, PLLC 23990 Giddard Rd Taylor, MI 48180 (734) 287-9954
---	--

26. How will the lawyers be compensated, and will the Class Representatives receive compensation?

If recovery is obtained for the Class, Class Counsel will request from the Court an award for attorneys' fees and expenses. Class Counsel may also ask the Court to approve a reasonable incentive award for the Class Representatives. If approved, these fees and expenses and incentive awards will either be paid from the recovery obtained for the Class or separately by Defendant.

27. Should I get my own lawyer?

You do not need to hire your own lawyer because Class Counsel is working for you. However, you are welcome to hire your own lawyer at your own expense. If you hire a lawyer to speak for you or to appear in Court with you, you must file a Notice of Appearance with the Court.

GETTING MORE INFORMATION

28. Where do I get more information?

This Notice contains a summary of relevant court papers. Complete copies of public pleadings, Court rulings and other filings are available for review and copying at the Clerk's office. The address is 281 W. Lafayette, Detroit, MI 48226.

Additional information regarding lawsuits may be found online at www.searcdm.com.

Please do not contact the Court or Judge Drain. They cannot answer any questions or discuss this action.

DATED: November 27, 2017

BY ORDER OF THE UNITED STATES DISTRICT COURT—EASTERN DISTRICT OF MICHIGAN

F M D

WARREN, MI 48069-5525
8075 PACKARD AVE
THE GREAT R ST. ANTHONY
12996578
5/7 1089 AUTO-SCH 5-DIGIT 48089

PERMIT FIRST CLASS
US Postage
PAID
Kalamazoo, MI
Permit No 297



12996578

NELV City of Warren
Class-Suburban.com
PO Box 9008
Hicksville, NY 11803-9008

EX 12

ND FRONT PAGE

peklg @candgnews

July 14, 2023 • 3A
WARREN WEEKLY

Warren tracks down 'bad landlord'

BY BRIAN LOUWERS
brianlouwers@candgnews.com

WARREN — A "bad landlord" with dozens of outstanding tickets for blight at several properties was reportedly arrested by Warren police on July 8 after a "24-hour stakeout" at a rental home on Hudson Avenue, west of Van Dyke Avenue.

"This chronic out-of-control landlord is a resident of Cleveland, Ohio," Warren Mayor Jim Fouts said.

Announcing the arrest on Facebook, Fouts added, "His homes are despicable and clearly blighted."

According to the mayor, the man had 69 outstanding tickets related to allegedly blighted homes over the last three years. Violations of the International Property Maintenance Code were also cited.

Fouts said Public Service Director Gus Ghanam, Warren Property Maintenance Division Supervisor Bob Scott and Building Department Director Jim Cummins were also involved in the investigation.

A source said the effort to apprehend the landlord began on July 7 and culminated with his arrest at a city tow yard, where his vehicles had been taken.

Fouts said the city currently has a list of seven or more "chronic landlords" facing similar violations. The mayor said fighting blight and holding rental property owners accountable were among the pledges he made during his State of the City remarks last month.

The man was not identified ahead of his expected arraignment in the 37th District Court on July 8, after the *Warren Weekly* went to press.

Look for more on this developing story on Facebook @WarrenWeekly. Follow Staff Writer Brian Louwers on Twitter @warrenreporter.

EX 13



HEALTH INFORMATION MANAGEMENT
3821 S. State Street
Ann Arbor, Michigan 48108



80GLP 480 Tray 1 : Piece 83

93 1 SP 0.510
Elizabeth L. Nelson
7568 Hudson Ave
Warren MI 48091-5912



4809155912 0013

EX 14

22A — WARREN WEEKLY, May 12, 2021

Fire pits

from page 1A

fire if it's causing a nuisance to the neighbors," Moore said.

Councilman Garry Watts voted for the ordinance last month because he said it was clear it was what a majority of Warren residents wanted, even though he had opposed the idea in the past. He said he'd like to see a permit required to ensure a backyard fire pit meets the conditions specified in

the ordinance.

As it stands, containers are required to be store-bought or constructed to include a lid and sides that keep any wood enclosed. Again, only the burning of dry and seasoned firewood is permitted under the ordinance. The burning of garbage or building materials is prohibited.

Councilwoman Angela Ruggies also received calls and messages from residents about the mayor's veto and that while she would vote to override it, she en-

couraged residents to contact her with any issues. She also said she'd support further modifications to the ordinance based on feedback received by council members.

"I've stated previously I don't agree with the ordinance allowing fires until 1 a.m. I think that's excessive. However, I am supportive of this overall ordinance," Ruggies said.

Councilman Jonathan Lafferty said the mayor's statements about the ordinance contributing to increased "greenhouse gases" and "climate change" were nothing more than "scare tactics."

In a Facebook post on April 26, Fouts also said fire pits were "tolerated as long as there were no major problems," even before the new ordinance governing them was passed. Lafferty took exception to that statement.

"Mr. Mayor, lawlessness is not an excuse, and the council is righting that wrong tonight," Lafferty said.

Call Staff Writer Brian Lauw-ers at (566) 498-1089.

www.casdnnews.com

WARREN WEEKLY

WOMEN IN BUSINESS

STARTS ON 1A

NEW 12, 2021
Vol. 41, No. 18

Fire pit ordinance stands in Warren

BY BRIAN LAUGHERS

brianlaughers@casdnnews.com

WARREN — An ordinance permitting the "reasonable" outdoor burning of dry, seasoned wood in approved containers on residential properties that pitted Warren Mayor Jim Fouts against a united City Council will stand, as approved in April.

On April 27, council members voted unanimously to override a veto by Fouts of action they took earlier in the month to approve the ordinance. The ~~year-round~~ Councilman Eddie Kabacinski absent from the meeting. The 7-0 approval vote was also unanimous.

Fouts cited a list of concerns as reasons for the veto, including irritation for residents suffering from asthma, bronchitis and other respiratory or heart ailments. He said enforcement of the ordinance would end up "pitting neighbor against neighbor," and that was bad for the environment.

Council Secretary Mandy Moore, however, said again that the ordinance was crafted in consultation with the International Fire Code, and with the support of the Warren Fire Department.

"The fire pit ordinance does allow the Fire Department to extinguish a

See SIDE FIVE on page 22A

EX 15 EX E

Expenses

- Apple
- is Electric Co

Cost Filing	402	
Town fees	330	
	375	
Glances	100	
Phone	50	
Tires	75	
Mower	170	
Gas	15	
EN	100	
Grill	75	
Postage		Briefs (2) 45
Count overnight		25
Priority		8
Print folder	850	
		<hr/>
		2600
Mower fee	(1000)?	
Xtra tickets		
Paper	comp 15	

Ex 16

MAINE

**DRIVER LICENSE
NOT FOR FEDERAL IDENTIFICATION**

DOB 12-10-1967

ISS

EXP 12-10-2024

121057

ELIZABETH LUISE NELSON

7598 HUDSON AVE

WARREN, NH 03301-5012

Sex F

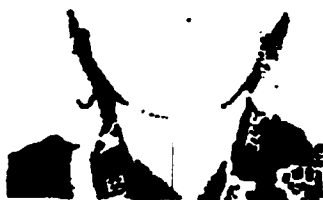
Hgt 502

Eyes GRN

Lic Type 0

End NONE

Restrictions NONE



Elizabeth Nelson

DD: 0000075707162

Rev 01-21-2011

EX A

EX 17



Ex 18

$$E_x P$$


Case 2:23-cv-11597-BRM-CI ECF No. 40, PageID.459 Filed 11/30/23 Page 56 of 100

Special Billing Receipt: SANITATION RUBBISH
Department of Property Maintenance-Account No:

areol # 1333278009

are ST ANTHONY THE GREAT ROMANIA

Address 7548 HUDSON
WARREN MI 48091

Invoice No 17598 Invoice Date 03/25/20

Invoice Amount 472.64 Service Date 03/13/20

Phone: 574-4684 CITY OF WARREN DATE: 02-AUG-21 (C)
OFFICE OF THE COMPTROLLER Invoice: 17932
BLIGHT GRASS Code 9488

al: 13-33-278-009

AMOUNT DUE: 687.50

re for work done at the above property on: 07-JUL-21

ST ANTHONY THE GREAT ROMANIA
7548 HUDSON
WARREN MI 48091

Make check payable to:
TREASURER, CITY OF WARREN
One City Square
Warren, MI 48093

Phone: 574-4684 CITY OF WARREN DATE: 19-MAY-20 (C)
OFFICE OF THE COMPTROLLER Invoice: 17428
BLIGHT GRASS Code 9488

al: 13-33-278-009

AMOUNT DUE: 475.00

re for work done at the above property on: 24-MAR-20

ST ANTHONY THE GREAT ROMANIA
7548 HUDSON

Make check payable to:
TREASURER, CITY OF WARREN

EX 30 20

Case 2:23-cv-11597-BRM-CI ECF No. 40, PageID.460 Filed 11/30/23 Page 57 of 100
Case 2:22-cv-10918-MFL-APP ECF No. 39, PageID.481 Filed 09/28/22 Page 75 of 100



EX II

EX 21

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

JEFFERY HAMAN,

Plaintiff,

Case No. 11-13587
Honorable David M. Lawson

v.

WILLIAM DWYER, JERR GREEN,
WARREN POLICE DEPARTMENT, CITY
OF WARREN, ROSS, PRIEST, PYLAK, and
SULLIVAN,

Defendants.

JUDGEMENT

On February 16, 2012, the defendants filed an offer of judgment in the amount of \$5,000.00 pursuant to Federal Rule of Civil Procedure 68. On February 24, 2012, the plaintiff filed an acceptance of the defendants' offer. Pursuant to Rule 68,

It is hereby ORDERED AND ADJUDGED that the plaintiff shall recover from the defendants, jointly and severally, in the amount of \$5,000.00, inclusive of costs and attorney's fees.

s/David M. Lawson
DAVID M. LAWSON
United States District Judge

Dated: February 27, 2012

NOTICE OF SERVICE

The undersigned certifies that a copy of the foregoing order was served upon each party or party of record by electronic means or first class U.S. mail on February 27, 2012.

FORWARDED BY MAIL
FORWARDED BY MAIL

EX CC

EX

22

Marijuana Odor

If your neighbor is growing marijuana and the smell is in the air outside, contact us to make sure they have the proper permits.

Call: (580) 574-4304.

MAJOR PUBLIC WORKS STOPPAGE TO BE INITIATED FOR SEVERAL WEEKS (COVID-19)
Warren Public Works has announced that there will be a major stoppage of public works activities for several weeks starting in March. This is due to the fact that the City of Warren is currently experiencing a major outbreak of COVID-19.

- Reduced a Public Service Assessment (PSA), and will continue to educate the public on the symptoms and prevention of COVID-19.
- Implemented a public health management decision making training for all Police and Fire personnel on COVID-19.
- Disposition have been obtained on COVID-19 risk assessment so that they can alert first responders of potential risk on any call on which they are sent.
- All city buildings displaying educational materials from the CDC.
- All city buildings will feature hand sanitizing stations at each entrance and at each Department center.
- Set up screenings with local hospitals (Hennepin and St. John's Hospital).
- Will be meeting with local schools to educate them on symptoms to look for with students and staff.
- Masks and gloves available for residents visiting city hall, and employees.

<https://www.afta.com/newsroom/2019-03-01/covid-19>

New Hiring

City of Warren Parks & Recreation Department is hiring for the following positions:
Landscape. Please go to the following website:
www.cityofwarren.org

Sanitation Hiring

The Sanitation Department is now hiring Temporary Laborers. Please go to the following website:
www.cityofwarren.org

Computers For Sale

Twenty-seven Dell Optiplex 7020 with Windows 7, 4 GB with COGNADO Drive Mouse and keyboard included. 15" monitors sold separately. For information, call 586-574-4554.

CENSUS 2020 - "COUNT ME IN WARREN" STARTING IN MARCH

- The Census form is 10 questions, takes 10 minutes, and determines Warren's population for the next 10 years.
- Census information is CONFIDENTIAL. Federal law prohibits sharing personal Census data with anyone.
- Once the initiation arrives, you should respond for your home in one of three ways: Online, by phone, or by mail.
- For every Warren household that does not fill out the census, the City loses up to and over \$3,800 each year for the next 10 years.
- The Census count determines federal funding for programs in Warren for things like new roads, schools, natural disasters, hospitals, fire departments, etc.
- For more information about Census jobs, volunteering and other resources, please visit:
<http://www.census.gov>

Low Cost Vaccination Clinic April 18

Sponsored by the Warren Animal Welfare Organization

Available vaccines and shots available for dogs and cats \$40 per pet* Cash only!
Saturday, April 18 - 9 am - 3 pm - Location: Warren DFW - 12601 Stephens

(Between Hoover and Schenck)

- All pets MUST be on a leash or in a carrier.
- Includes Rabies (1 or 3 year), Distemper, a rabies shot and Bordetella (k9) or Feline (cat)
- 3 year rabies requires vaccination records.
- Individual vaccines \$10, rabies shot \$40, CASH ONLY

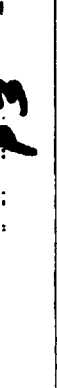
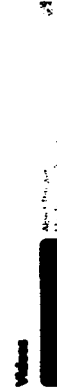
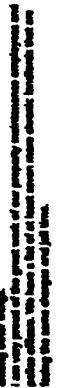
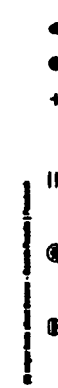
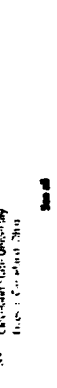
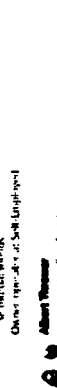
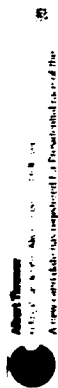
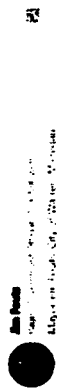
Contact: WarrenAnimalWelfare@gmail.com or call 586-575-5181
Warren Animal Welfare Organization or call 586-575-5181

March 2020

EX 66

EX 23

Case 2:23-cv-11597-BRM-CI ECF No. 40, PageID.464 Filed 11/30/23 Page 61 of 100
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 Case 2:22-cv-10918-MFL-APP ECF No. 39, PageID.479 Filed 09/26/22 Page 73 of 100

MAYOR FOUTS KEEPS PROMISES, SLUMLORD ARRESTED AND IN JAIL

At my State of the City reception on June 24th, I promised residents that we would be getting tough on several bad Warren landlords and that would include jail time. I am pleased to announce that after a 24-hour stakeout at a rental home, we apprehended a bad landlord who had at least 89 outstanding tickets for blighted homes over the past three years.

Albert Thrower, a resident of Cleveland, Ohio and a one-time millionaire, owns four homes in the city of Warren that are all in disrepair. Mr. Thrower also had violations of the International Property Maintenance Code and a failure to apply for city certifications.

Mr. Thrower was hiding in the basement of one of his illegally occupied homes before he was apprehended. This arrest demonstrates loud and

This is not the first time that Mr. Thrower has been on the wrong side of the law. Mr. Thrower has been convicted of fraud, mail conspiracy, and mail fraud among other things.

I am very proud of the great work of our property maintenance employees and police officers. We have a list of at least seven more chronic landlords that are facing the same charges and jail time.

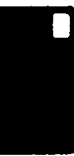
Sincerely,

Mayor James R. Fouts
 City of Warren
 One City Square- Suite 215
 Warren, MI 48093-6726
 586-674-4620
 mayor@cityofwarren.org
 www.cityofwarren.org

Ex H
 P2

Ex 24

Ex H
 P3



Albert Thrower

City of Warren

Warren, MI 48093-6726

586-674-4620

mayor@cityofwarren.org

www.cityofwarren.org

Case 2:23-cv-11597-BRM-CI ECF No. 40, PageID.465 Filed 11/30/23 Page 62 of 100
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AFFIDAVIT OF PLAINTIFF ELIZABETH NELSON

Now comes the affiant under the penalty of perjury per 28 USC Section 1746 and avers:

- 1) Everything is true in the complaint and amended complaints and motion for summary judgment same as if rewritten herein
- 2) All exhibits are copies of originals
- 3) Affiant was in Ohio when notified cars missing, "self isolating" since she is deemed "at risk" for COVID 19
- 4) Doctor @ Eastern Michigan told affiant "do not come to Michigan because everything is going crazy because of COVID 19.
- 5) Affiant contacted ALBERT THROWER who was "self isolating being treated for prostate cancer at METROHEALTH CLEVELAND OHIO, to drive her to WARREN MICHIGAN to retrieve her vehicles
- 6) Affiant was terrified to travel to Michigan and have to interact with people while the COVID 19 was raging.
- ✓ 7) On 7/5/21, affiant took an ambulance to ASCENSION HOSPITAL 12 Mile & Hoover and was admitted for an infection.
- ✓ 8) Affiant pulled her 2008 Honda Civic behind house at 7568 Hudson Ave Warren MI.
- 9) Honda was operable
- ✓ 10) Affiant was informed by ALBERT THROWER-LANDLORD THAT Warren Police, SERVICE TOWING INC., ROBERT SCOTT, JAMES CUMMINS, AND OTHERS HAD TOWED HER CAR.
- ✓ 11) Upon obtaining release of her car affiant notice that paint was missing where SERVICE TOWING INC., had towed her car from the rear
- ✓ 12) When towing her car, Warren Building Inspector and Robert Scott took her mower, WEBER grill, which pursuant to CITY COUNCIL ORDANCE 4/28/21 she was allowed to have. Affiant never received grill back and mower was broken when retrieved from Service Towing Inc., since thrown upside down in landlords 2011 Silverado which was towed at the same time.
- 13) Affiant needs DISCOVERY to name defendants that towed affiant's cars 5/1/20 for liability, interrogatories, compensation & authenticate "chain of evidence" matters

Pursuant to Title 28 USC Section 1746 the affiant avers under the penalty of perjury that everything is true

5/18/2023

Elizabeth Nelson
711-25-23

Elizabeth Nelson
Affiant Elizabeth Nelson

Ex A

Ex # 25

Ex # 25

Case 2:23-cv-11597-BRM-CI ECF No. 40, PageID.466 Filed 11/30/23 Page 63 of 100
Case 2:22-cv-10918-MFL-APP ECF No. 39, PageID.484 Filed 09/26/22 Page 78 of 100

AFFIDAVIT OF PLAINTIFF ELIZABETH NELSON

Now comes the affiant under 28 USC Section 1746 "I declare (or certify, verify, or state) under penalty of perjury under the laws of the United States of America that"

Everything is true in the complaint and amended complaints and motion for summary judgment same as if rewritten herein

- 1) All exhibits are copies of originals and all facts are true in the complaint same as if rewritten herein
- 2) Affiant was in Cleveland Ohio when notified cars missing, "self-isolating" since she is deemed "at risk" for COVID 19
- 3) 4/25/20 Doctor @ Eastern Michigan told affiant "Do not come to Michigan because everything is going crazy because of COVID 19.
- 4) Affiant contacted ALBERT THROWER 5/3/20 who was "self-isolating" being treated for prostate cancer METROHEALTH CLEVELAND Ohio, to drive her to WARREN MICHIGAN to retrieve her 4 vehicles
- 5) Affiant was terrified to travel to Michigan and have to interact with people while the COVID 19 was raging.
- 6) On 7/5/21, affiant took an ambulance to MACOMB ASCENSION HOSPITAL 12 Mile & Hoover and was admitted for an infection.
- 7) Affiant pulled her 2008 Honda Civic behind house at 7568 Hudson Ave Warren MI.
- 8) Honda was operable 7/7/21 as it was driven away from (S) SERVICE TOWING INC. see Ex I pic @ SPEEDWAY GAS STATION MOUND AFTER TOWING RELEASE
- 9) Affiant was informed by ALBERT THROWER-LANDLORD THAT Warren Police, SERVICE TOWING INC., ROBERT SCOTT, JAMES CUMMINS, AND OTHERS were in the process of towing her car having a view from the basement 7/7/21
- 10) Upon obtaining release of her car affiant notice that paint was missing Ex I where SERVICE TOWING INC., had towed her car from the rear of auto as ALBERT THROWER Ex I Affidavit heard (D) Service Towing Inc. state they had to tow (P) vehicle as same was parked behind house
- 11) When towing her car, defendants Warren Building Inspector JAMES CUMMINS, GHANAM, GAUSS, Robert Scott took her mower, WEBER grill, which pursuant to CITY COUNCIL ORDANCE 4/28/21 see Exh DD WARREN WEEKLY MAY 12, 2021, "Fire pit ordinance stands in Warren" she was allowed to have. Affiant never received WEBER grill back and affiant mower was broken when retrieved from Service Towing Inc., since thrown upside down in landlords 2011 Silverado which was towed at the same time. See Ex affiant purchased new mower from Menards
- 12) Plaintiff's 2008 HONDA was marked "blight" on the windshield by the defendants
- 13) Affiant was never served with any infraction as to her 2008 Honda, WEBER GRILL, and lawn mower when same taken 7/7/21.
- 14) (P) had an agreement w landlord A THROWER mow lawn @ 7568 Hudson Ave., and defendants took her mower. Mower was later observed upside down in landlord

EX K

Ex 25
p2

15) THROWER vehicle when 2011 Silverado also towed was released from (D) SERVICE TOWING INC.

16) Silverado would not start in spite of working battery, and had to be towed to GLE Scrap yard, Sherman Ave Warren MI- one P/O of mover @ GLE scrap yard

17) Affiant purchased a new mover @ MENARDS 21 MIs, receipt attached hereto as Ex B8

18) Affiant avers that she was in MACOMBS ASCENSION HOSPITAL 11/7/21 when 2nd towing took place. Landlord Thrower called Affiant from basement (as admitted to by (D) Scott, (D) Mayor Fritz Ex L and (P) -affiant heard screaming "I WANT THAT HONDA TOWED")

19) All expenses are correct as entered to this motion

20) Affiant was terrified of (D)s and that her 4 cars would be towed again 5/2/20 and had to transport same to CLEVELAND OHIO where they would be safe housing expenses.

21) If (D)s had not towed cars, affiant would not have transported 4 cars to OHIO.

22) 5/1/20 1st two cars behind dealer Ex D plus "The other 2 cars- 2012 MAZDA 5 Grand Touring, 2009 Silverado were to the right of the pictured cars behind the security fence Ex N before towed 5/1/20.

23) About 7/30/21 affiant went with landlord Thrower to Warren Police station Van Dyke to make a police report on the identified address 7528 Hudson Ave

24) Pursuant to Title 28 USC Section 1746 "I declare (or certify, verify, or state) under penalty of perjury under the laws of the United States of America that the affiant avers 9/26/2022

Elizabeth Nelson

Elizabeth Nelson
Affiant Elizabeth Nelson

11-25-23

Ex K p 2

DK

Ex 25
P 3

AFFIDAVIT OF ALBERT THROWER

Now comes the affiant ALBERT THROWER per 28 USC Section 1746 "I declare (or certify, verify, or state) under penalty of perjury under the laws of the United States of America that :

- 1) Affiant is the manager of the property located at 7568 Hudson Ave Warren MI 48091 and the adjacent lot 7560 Hudson Ave Warren MI 48090
- 2) Affiant rented an apartment to Elizabeth Nelson @ 7568 Hudson Ave 2018 Lease C with the understanding that the adjacent lot was part of the rental lease for her use. It was approved that she could park numerous vehicles on the properties.
- 3) Affiant was being treated 5 days a week for prostate cancer at METROHEALTH CLEVELAND OHIO and "half-holiday" due to Covid 19 -5/1/20 being at risk for COVID 19
- 4) Affiant on 5/2/20 was contacted by ELIZABETH NELSON to assist her in obtaining return of vehicles. (Monday)
- 5) Affiant called Warren Police who informed affiant that cars were towed by (D) Service Towing Inc., Able towing LLC on Elike Ave Warren MI
- 6) Affiant and Mr. Nelson travelled to Warren Michigan to obtain release of vehicles 5/3/20 Ex FF Ohio Tensipole receipt.
- 7) Affiant talked to tenant KIM ELIZABETH BRANSON, 2nd FI tenant whose eviction was placed on hold because of COVID 19.
- 8) Branson told AFFIANT that Warren Police, Warren Inspectors were out at the property 5/1/20 and towed the 4 vehicles. She said she was told to "go inside and mind her own business"
- 9) Affiant when obtaining release of 4 vehicles had to enter a 4 x 8 area at SERVICE TOWING INC. and although there was a sign on the door "I person at a time" this was not being enforced.
- ✓ 10) On 7/7/21 affiant came to WARREN MICHIGAN to mow grass and install a concrete driveway.
- ✓ 11) Warren Property & Maintenance Supervisor ROBERT SCOTT came to 7568 Hudson Ave and was screaming "I want all vehicles towed". Service Towing Inc. employee said "I can't get the Honda because it behind the house parked at an angle. If I tow HONDA, it will damage it. Robert Scott- was observed through the basement window and known to affiant, screamed "I don't care, I want the Honda towed too"

"Tow employees said that "HONDA CANNOT BE TOWED WITHOUT DAMAGING IT BECAUSE IT IS AT AN ANGLE BEHIND THE HOUSE (7568 HUDSON AVE). (D)

ROBERT SCOTT screamed, "I DON'T CARE I

WANT THAT CAR TOWED", which it was then towed.

- ✓ 12) Affiant observed HONDA when released from towed yard and back bumper was damaged as is evidenced by Ex I Summary Judgment-pts of rear of Honda
- ✓ 13) 2008 Honda was "operator" and drives off tow yard

Ex 26
P 1

- ✓ 14) Affiant was never in court as 7/7/21 order states, indeed per article it says "he was arrested the next day at the tow yard" 7/8/21
- 15) Elizabeth Nelson was in the hospital with an infection
- 16) 2008 HONDA belongs to ELIZABETH NELSON.
- 17) Affiant talked to residence at 7528 Hudson Ave Warren MI 48091, the address defendants identified on tow paperwork, and they know 4- about cars being there, their front yard 15 ft from curb and having numerous vehicles themselves
- 18) On or about 7/30/21 (P) NELSON/affiant attempted to make a police report with WARREN POLICE DEPT. concerning the "identification" of the address on paperwork where the 4 vehicles were towed from. DOE CITY OF WARREN MI police, Substation Commander CAPTAIN WILLIAM BERCHLING, WILLIAM DWYER refused to file the police report. During the course of the attempt to file a police report the DOE WARREN POLICE officer ran the Complaint Number 20-18750 on Ex B (DOC 1-ORIGINAL COMPLAINT) PETITION FOR HEARING ON ABANDONED VEHICLE and said same was COMPLAINT NUMBER FOR WARREN POLICE DEPT

19) 5/1/20 1st two cars behind duplex Ex D pic "The other 2 cars- 2012 MAZDA 5 Grand Touring, 2009 Silverado were to the right of the pictured cars behind the security fence Ex N before towed 5/1/20.

Pursuant to Title 28 USC Section 1746(f) declare (or certify, verify, or state) under penalty of perjury under the laws of the United States of America that the affiant avers under the penalty of perjury that everything is true

11-25-23

 Robert Thomas Allen

9/26/2022

Ex 2-6
 P 2

AGREEMENT

This Agreement (the "Agreement") is made this 10th day of April, 2012, between the City of Warren (the "City") and Matthew Nichols (the "Deputy Commissioner" or "Employee").

WHEREAS, the City hereby desires to employ the services of Matthew Nichols as its Deputy Police Commissioner;

WHEREAS, the parties acknowledge that this position is filled by appointment of the Mayor, and the Deputy Commissioner serves at the pleasure of the Mayor;

WHEREAS, the Employee hereby accepts such employment in accordance with the terms and conditions of this Agreement;

NOW THEREFORE, in consideration of the mutual promises set forth herein, the parties intending to be legally bound, do hereby represent, warrant, covenant and agree as follows:

1. Term. The Deputy Police Commissioner is appointed by the Mayor of the City of Warren and he shall serve at the pleasure of the Mayor. He may be terminated at any time and for any reason with or without cause, and without prior notice. This Agreement shall govern the terms and conditions of his employment during which time he serves in such capacity. In the event the Mayor decides that the services of the Employee are no longer needed in this appointed position, for any reason or no reason at all, the Employee shall have the right to return, if he so chooses, to his former position.

2. Duties of Deputy Police Commissioner. The Deputy Police Commissioner reports directly to both the Mayor and Police Commissioner and the Police Commissioner shall assign his duty days.

3. Salary. The Deputy Police Commissioner shall be compensated in the annual amount approved by Warren City Council consistent with each fiscal year, currently \$119,777.00 in the 2016-2017 budget. The ten percent (10%) pay differential between this position and Captain shall be maintained.

4. Fringe Benefits. The Deputy Police Commissioner shall continue to receive the same fringe benefits as members of the Warren Police Communal Officers Association including holiday compensation. Provided, however, the Police acknowledge that this is an exempt position and as such he shall not receive payment for hours worked in excess of forty (40) hours per week and the overtime provisions do not apply. In the event that benefits provided to the Warren Police Communal Officers change then the Deputy Commissioner benefits shall be adjusted to reflect those changes, except as otherwise noted in this Agreement.

5. Other. In the event the Mayor terminates or suspends the Deputy Commissioner for disciplinary reasons under circumstances that could cause his removal from the department or inability to return to a position, the Deputy Commissioner will be afforded the rights provided in the WFOCA collective bargaining agreement for the purpose of determining whether the

Ex Q P 1 Ex 27

Photos

Street View



Ex 29 p 1

8/10/22, 6:22 PM

hudson fence.webp (720x480)



Ex N

Ex 29
p 2

Photos

Street View



Ex 29 p 1

index

<https://outlook.office.com/mail/mailbox/10/AAJKAULJ84WbW841X..>



Gate
↙

EX 32 p2

Case 2:23-cv-11597-BRM-CI ECF No. 40-1, PageID.505 Filed 11/30/23 Page 2 of 4

Case 2:22-cv-10818-MFL-APP ECF No. 79-3, PageID.1303 Filed 06/18/23 Page 2 of 3

LARA Corporations
Online Filing System

IN Number: 062288846 [Request certificate](#) [Return to Results](#) [New search](#)

Summary for: SAINT ANTHONY THE GREAT ORTHODOX MONASTERY
The name of the DOMESTIC NONPROFIT CORPORATION: SAINT ANTHONY THE GREAT ORTHODOX MONASTERY

Entity type: DOMESTIC NONPROFIT CORPORATION
Identification Number: 062288846

Date of Incorporation in Michigan: 02/26/2019

Purpose: Other

Date of Dissolution: 12/01/2022 Term: Perpetual

Most Recent Annual Report: Most Recent Annual Report with Officers & Directors:

The name and address of the Resident Agent:
Resident Agent Name: ALBERT THROWER
Street Address: 7908 HUDSON AVE
Apt/Suite/Other:
City:
Registered Office Mailing address:
P.O. Box or Street Address:
View Filings

Act Formed Under: 162-1982 Nonprofit Corporation Act
Act Subject To: 162-1982 Nonprofit Corporation Act

Total Authorized Shares: 100

Written Consent

View Filings for this business entity:
ALL FILINGS
ANNUAL REPORT/ANNUAL STATEMENTS
ARTICLES OF INCORPORATION
ARTICLES OF INCORPORATION
RESTATED ARTICLES OF INCORPORATION
View Filings

EX 34

Case 2:23-cv-10658-MFL-APP ECF No. 40-1, PageID.505 Filed 11/30/23 Page 2 of 4

Detroit Free Press

MAGOME

'This video is sickening,' attorney says of Detroit teen punched, kicked by Warren police



Christina Hall
Detroit Free Press

Published 5:46 p.m. ET Oct. 12, 2022 | Updated 8:29 p.m. ET Oct. 12, 2022

Tyler Wade's attorney said his teenage client was repeatedly punched, kicked and stomped by Warren police officers in a vicious attack after a chase in June that began in Warren and ended in Ferndale.

And attorney James King said it's all on police body camera footage that he released Wednesday, one day after he filed a federal lawsuit on behalf of the Detroit team. A civilian also recorded the incident.

EX 35

EX 35

<https://www.detroitfreepress.com/story/news/crime/2022/10/12/detroit-teen-punched-kicked-warren-police/688576800077...> 1/1



EX 36 p1



EX 36 p2



EX 36 p3



Ex 36
p4



Ex 36 p 5



Ex 36 p6



REAR

EX 36 P7

CITY OF WARREN CITATION Ticket No. **Y 028064**

THE UNDERSIGNED SAYS THAT ON: Month **07** Day **07** Year **21** At Address **1024** City **WARREN** State **MI** Zip Code **48089**

State **MI** Driver License / State Identification Number **1024** Employer **WARREN**

Sex **M** Height **5'8"** Weight **180** Hair **Brown** Eyes **Brown** Occupation **Police Officer**

Vehicle Plate Number **1024** State **MI** Vehicle Description (Year Make Color) **2021 Ford Focus**

Name (Company or Individual) **ALBERT THORNER**

Street **7568 Hudson**

City **WARREN** State **MI** Zip Code **48089**

In violation of local ordinance(s) within the City of Warren Michigan:
At or near **7568 Hudson** (address/location of the violation)

This person named above did the following:

Type	Ordinance No.	Code No.	Description	Charge No.	Repeat offender status
<input checked="" type="checkbox"/> Sight	302.4	9839	TALL GRASS WEEDS	1	1
<input checked="" type="checkbox"/> Sight	308.1	9839	JUNK ON PROPERTY	2	1
<input checked="" type="checkbox"/> Sight	4.06	9839	PARKING ON GRASS	1	1

☒ I personally observed the sight violation.
☐ After investigation, I have reasonable cause to believe that the person named above is responsible for the sight violation.
 If the second box is checked, City Attorney's Office approval is required.

City Attorney or Assistant City Attorney (Signature) _____ Month _____ Day _____ Year _____

Remarks _____

I served a copy of the citation on the person named above by:
☐ Personal Service
☐ First Class Mail
☒ Posting on property **7568 Hudson** (address/location)

SEE THE BACK OF THIS TICKET FOR FURTHER INSTRUCTIONS.
 I declare under penalties of perjury that the statements above are true to the best of my information, knowledge, and belief.

Authorized local official and badge number (Printed) **32** Agency **DPMI** Month **7** Day **7** Year **21**

Authorized local official (Signature) _____ Police Department **DPMI** Zone **1**
 I hereby certify: ☒ Police Department ☐ Property Maintenance ☐ Other

COURT COPY

Y 028064

TICKET #Y028064

07/08/2021 09:07

bkijewski

Ex 37 pg 1





Ex 36
P 9

CITY OF WARREN CITATION Ticket No. **Y 028065**

THE UNDERSIGNED SAYS THAT ON **07 07 24** At Approx. **1154** AM ☒ AM ☐ PM DOB **07 07 07**

State **MI** Driver License / State Identification Number **1154** Employer **ALBERT TITMACK**

Race **W** Sex **M** Height **5'10"** Weight **180** Hair **B** Eyes **B** Occupation **OWNER**

Vehicle Plate Number **7568** State **MI** Vehicle Description (Year, Make, Color) **2007 HONDA CIVIC**

Name (Company or Individual) **ALBERT TITMACK**

Street **7568 HUDSON**

City **WARREN** State **MI** Zip Code **48091**

In violation of local ordinance(s), within the City of Warren Michigan

At or near **7568 HUDSON** (address/location of the violation)

The person named above did the following

Type	Ordinance No.	Code No.	Description	Charge No.	Repeat offender status
Blight <input type="checkbox"/>	301.3		UNSAFE STRUCTURE FOR HUMAN HABITATION	1	000
Blight <input type="checkbox"/>	22.11a		OCCUPYING W/O CITY CERTS	2	000
Blight <input type="checkbox"/>	28.20b		FAIL TO OBTAIN CITY CERTS	3	000

☐ I personally observed the blight violation.

☒ After investigation, I have reasonable cause to believe that the person named above is responsible for the blight violation.

If the second box is checked, City Attorney's Office approval is required.

City Attorney or Assistant City Attorney (Signature) **[Signature]** Month **07** Day **07** Year **2021**

Remarks **SEE THE BACK OF THIS TICKET FOR FURTHER INSTRUCTIONS.**

I reserve a copy of the citation on the person named above to:

☒ Personal Service

☐ First Class Mail

☒ Posting on property **7568 HUDSON** (address/location)

SEE THE BACK OF THIS TICKET FOR FURTHER INSTRUCTIONS.

I declare under penalties of perjury that the statements above are true to the best of my information, knowledge, and belief.

Authorized local official (Printed)	Agency	Month	Day	Year
[Signature] 32	DPM	07	07	21

Authorized local official (Signature) **[Signature]**

☒ Police Department ☐ Zoning

☒ Property Maintenance ☐ Other

☐ Health Department

COURT COPY

Y 028065

TICKET #Y028065

07/08/2021 09:09

bkijewski

Ex 37 pg 2

CITY OF WARREN CITATION

THE UNDERSIGNED SAYS THAT ON: Month 7 Day 7 Year 21 At Approx. 12:00 PM ☒ AM ☐ PM

State OH Driver License - State Identification Number PD104875 Employer _____

Race _____ Sex _____ Height _____ Weight _____ Hair _____ Eyes _____ Occupation _____

Vehicle Plate Number _____ Make _____ Vehicle Description (Year, Make, Color) _____

Name (Company or individual) Albert Thrower (St. Anthony the Great Roman)

Street 7568 Hudson

City Warren State MI Zip Code 48089

In violation of local ordinance(s) within the City of Warren Michigan

At or near 7568 Hudson (Address/location of the violation)

The person named above did the following:

Type	Ordinance No.	Code No.	Description	Charge No.	Repeat offense status
Height	22-11(A)	934	Occupying without City Certification	1	<input checked="" type="checkbox"/>
Height	22-14(E)	937	Failure to obtain City Certification	2	<input checked="" type="checkbox"/>
Height	28-2(L) (109-1)	937	Unsafe premises	3	<input checked="" type="checkbox"/>

☒ I personally observed the sign violation.
☐ After investigation I have reasonable cause to believe that the person named above is responsible for the sign violation.
 If the second part is checked, City Administrator or their representative is required.

City Attorney or Assistant City Attorney (Signature) _____ Month _____ Day _____ Year _____

Remarks _____

I served a copy of this citation on the person named above by:
☐ Personal Service
☐ First Class Mail
☒ Posting on property 7568 Hudson

SEE THE BACK OF THIS TICKET FOR FURTHER INSTRUCTIONS.
 I declare under penalties of perjury that the statements above are true to the best of my information, knowledge, and belief.

Authorized local official and badge number (Printed) Steven H. Watrampant 48 Agency Zoning Month 7 Day 8 Year 21

Authorized local official (Signature) [Signature] ☐ Police Department ☐ Fire Department ☐ Other _____
☐ Property Maintenance ☐ Other _____
☐ Public Works ☐ Other _____

COURT COPY

EX 37 pg #3

Original complaint - Court Warrant - Court		2nd Complaint copy - Prosecutor 3rd Complaint copy - Defendant	
APPROVED, SCAO STATE OF MICHIGAN 37TH JUDICIAL DISTRICT		CASE NO. Y028065 / Y028048	
COMPLAINT MISDEMEANOR			
ORI MI-500025J	Court address 8300 COMMON ROAD WARREN MI 48093		Court telephone no. 586-574-4900
THE PEOPLE OF <input type="checkbox"/> The State of Michigan <input checked="" type="checkbox"/> CITY OF WARREN		Defendant's name and address ALBERT THROWER [REDACTED] CLEVELAND OH 44102-1828	
Co-defendant(s)		Victim or complainant CITY OF WARREN Complaining witness JAMES CUMMINS Date: On or about 7-7-21	
City/Twp./Village WARREN	County in Michigan MACOMB	Defendant TCN	Defendant CTN
Police agency report no. Y028065 / Y028048	Charge CT I - FAILURE TO OBTAIN CITY CERTIFICATION	Defendant SID W/M	Defendant DOB [REDACTED]
Witnesses ZONING CODE 22.11A CT II - ILLEGAL OCCUPATION OF POSTED VACANT HOME - ZONING CODE 22.11B CT III- UNLAWFUL OCCUPATION OF UNSAFE STRUCTURE 28-2(109)		<input type="checkbox"/> Oper./Chauf. <input type="checkbox"/> CDL	Vehicle Type Defendant DLN [REDACTED]
STATE OF MICHIGAN, COUNTY OF MACOMB			

The complaining witness says that on the date and at the location described, the defendant, contrary to law,

CTI

Committed at least two violations of failure to obtain city certification for residential rental property at 7568 Hudson, City of Warren, Michigan, pursuant to section 22.11a of the Code of Zoning Ordinances of the City of Warren, Michigan

CTII

At least two violations of illegal occupation of residential home posted for no occupancy: at 7568 Hudson, Warren, Michigan pursuant to section 22.11(e) of the Code of Ordinances of the City of Warren, Michigan

CT III

Unlawfully allowing occupancy of a unsafe residential structure posted for no occupancy: at 7568 Hudson, Warren, Michigan in violation of section 28-2(109) of the Code of Ordinances of the City of Warren

CT IV

Failure to comply with obey the administrative hearings officers' orders to pay fine or cost imposed under 2.5-7(a)(2) pursuant section 2.5.8 of the Code of Ordinances of the City of Warren, State of Michigan.

The complaining witness asks that defendant be apprehended and dealt with according to law.

(Peace Officers only) I declare that the statements above are true to the best of my information, knowledge, and belief.

Warrant authorized on <u>7/7/24</u> by: _____ Date Prosecuting official <u>[Signature]</u>	Complaining witness signature _____ Subscribed and sworn to before me on <u>JUL 07 2024</u> Judge/Clerk/Magistrate <u>[Signature]</u>
--	---

EX 37 PG 4

Approved, SCAO		Original complaint - Court Warrant - Court		2nd Complaint copy - Prosecutor 3rd Complaint copy - Defendant	
STATE OF MICHIGAN 37TH JUDICIAL DISTRICT		WARRANT MISDEMEANOR		CASE NO. Y028065 / Y028048	
Off ML 500025J		Court address 8300 COMMON ROAD WARREN MI 48093		Court telephone no. 586-574-4900	
THE PEOPLE OF <input type="checkbox"/> The State of Michigan <input checked="" type="checkbox"/> CITY OF WARREN		Defendant's name and address ALBERT THROWER [REDACTED] CLEVELAND OH 44102-1828		Victim or complainant CITY OF WARREN Complaining witness JAMES CUMMINS	
Co-defendant(s)		Date: On or about 7-7-21			
City/Twp./Village WARREN	County in Michigan MACOMB	Defendant TCN	Defendant CTN	Defendant SID W/M	Defendant DOB [REDACTED]
Police agency report no. Y028065 / Y028048	Charge CT I - FAILURE TO OBTAIN CITY CERTIFICATION	Maximum penalty			
Witnesses	<input type="checkbox"/> Oper./Chauf. <input type="checkbox"/> Ctl.	Vehicle Type	Defendant DLN		

ZONING CODE 22.11A
 CT II - ILLEGAL OCUPATION OF POSTED
 VACANT HOME - ZONING CODE 22.11B
 CT III- UNLAWFUL OCCUPATION OF UNSAFE
 STRUCTURE 28-2(109)
 STATE OF MICHIGAN, COUNTY OF MACOMB

To any peace officer or court officer authorized to make an arrest: The complaining witness has filed a sworn complaint in this court stating that on the date and the location described, the defendant, contrary to law,

CTI

Committed at least two violations of failure to obtain city certification for residential rental property at 7568 Hudson, City of Warren, Michigan, pursuant to section 22.11a of the Code of Zoning Ordinances of the City of Warren, Michigan

CTII

At least two violations of illegal occupation of residential home posted for no occupancy: at 7568 Hudson, Warren, Michigan pursuant to section 22.11(c) of the Code of Ordinances of the City of Warren, Michigan

CT III

Unlawfully allowing occupancy of a unsafe residential structure posted for no occupancy: at 7568 Hudson, Warren, Michigan in violation of section 28-2(109) of the Code of Ordinances of the City of Warren

CT IV

Failure to comply with obey the administrative hearings officers' orders to pay fine or cost imposed under 2.5-7(a)(2) pursuant section 2.5.8 of the Code of Ordinances of the City of Warren, State of Michigan.

Upon examination of the complaint, I find probable cause to believe defendant committed the offense set forth.
 THEREFORE, IN THE NAME OF THE PEOPLE OF THE STATE OF MICHIGAN, I order you to arrest and bring defendant before the court immediately, or the defendant may be released when a cash bond is posted in the amount of \$ _____ for personal appearance before the court.

JUL 7 2024

(SEAL)

Judge/Magistrate

Bar no.

Date

By virtue of this warrant the defendant has been taken into custody as ordered.

Date

Peace officer

DC 225 (5/06) WARRANT, MISDEMEANOR

Ex 37 pg 5

AFFIDAVIT IN SUPPORT

Now comes the affiant under the penalty of perjury and avers:

- 1) At 7568 Hudson Ave Warren MI 48090 since approximately 2019 there was a gate across the driveway where each half swung open.**
- 2) The tenant BRANSON did not have a car so there was no need for BRANSON to open or close the gate because there was a 2nd gate to walk through.**
- 3) Branson was instructed to keep the gate(s) closed.**
- 4) The gates are shown in exhibit 32 pg. 2, annexed hereto, same as ECF 40 Ex 32 pg. 2, Ex 36 pictures. The Ex 36 pictures were taken 7/11/24 after property was sold and the new owner removed the gate.**
- 5) There was a "privacy fence" built with (D) city of Warren permit where zoning employee Bagdamente instructed affiant that privacy fence had to be inline with the main structure of house.**
- 6) Per Ex 36 photos the yard was completely fenced in.**
- 7) There was a "no trespassing sign" posted on the privacy fence that became faded after time similar to the Ex 38 picture.**
- 8) 2008 Honda bumper is torn underneath and needs to be replaced per witnessed proffered for trial and it is the opinion of witness that towing of 2008 Honda from the rear torn the bumper underneath in 2 places per conversation with witness.**
- 9) Per (D) STI, Hertz Bros (Ds') the tickets annexed to ECF , unlabeled and annexed hereto as Ex 37 pg. 1-5 were all issued the same day 7/7/21 the day the 2 cars were towed or Ex 37 pg. 3=7/8/21 the day after so as to not be relevant except to show that (Ds') returned to property to write the same tickets again. Per para 10, infra, (PN) Honda was parked on the cement behind the house & was "operable".**
- 10) (PN) was in Ascencion hospital having travelled there by ambulance the day before 7/6/21**

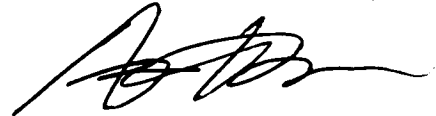
The normal procedure per Warren code is write a ticket if car is parked on the grass and allow the violator to appear in an administrative hearing NOT tow the car on grass the same day "without notice and an opportunity to be heard", *Mullane v. Central Hanover Bank & Trust Co.*, 339 U.S. 306 (1950)

"Notice must be reasonably calculated under the circumstances to inform interested parties of a pending action and give them an opportunity to respond."

11) Per covid Michigan & Warren had "stayed" all evictions, including 3/10/20 eviction of tenant BRANSON, per "occupying an uncertified structure ticket". 7568 Hudson Ave was owned by St Anthony the Great Romanian Orthodox Monastery ECF 40, Ex 33-34, deed for both parcels, not plaintiffs (Ps')-affiants

12) Anyone on property behind fence 7568 Hudson Ave would be deemed "trespassers" by affiants

Affiant aver under the penalty of perjury per 28 USC Section 1746 that everything is true above in affidavit



7/14/24

AFFIDAVIT IN SUPPORT

Now comes the affiant under the penalty of perjury and avers:

- 1) At 7568 Hudson Ave Warren MI 48090 since approximately 2019 there was a gate across the driveway where each half swung open.
- 2) The tenant BRANSON did not have a car so there was no need for BRANSON to open or close the gate because there was a 2nd gate to walk through.
- 3) Branson was instructed to keep the gate(s) closed.
- 4) The gates are shown in exhibit 32 pg. 2, annexed hereto, same as ECF 40 Ex 32 pg. 2, Ex 36 pictures. The Ex 36 pictures were taken 7/11/24 after property was sold and the new owner removed the gate.
- 5) There was a "privacy fence" built with (D) city of Warren permit where zoning employee Bagdamente instructed affiant that privacy fence had to be inline with the main structure of house.
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- 7) There was a "no trespassing sign" posted on the privacy fence that became faded after time similar to the Ex 38 picture.
- 8) 2008 Honda bumper is torn underneath and needs to be replaced per witnessed proffered for trial and it is the opinion of witness that towing of 2008 Honda from the rear torn the bumper underneath in 2 places per conversation with witness.
- 9) Per (D) STI, Hertz Bros (Ds') the tickets annexed to ECF , unlabeled and annexed hereto as Ex 37 pg. 1-5 were all issued the same day 7/7/21 the day the 2 cars were towed or Ex 37 pg. 3=7/8/21 the day after so as to not be relevant except to show that (Ds') returned to property to write the same tickets again. Per para 10, infra, (PN) Honda was parked on the cement behind the house & was "operable".
- 10) (PN) was in Ascencion hospital having travelled there by ambulance the day before 7/6/21

Exhibit 3 9 pg 1

The normal procedure per Warren code is write a ticket if car is parked on the grass and allow the violator to appear in an administrative hearing NOT tow the car on grass the same day "without notice and an opportunity to be heard", *Mullane v. Central Hanover Bank & Trust Co.*, 339 U.S. 306 (1950)

"Notice must be reasonably calculated under the circumstances to inform interested parties of a pending action and give them an opportunity to respond."

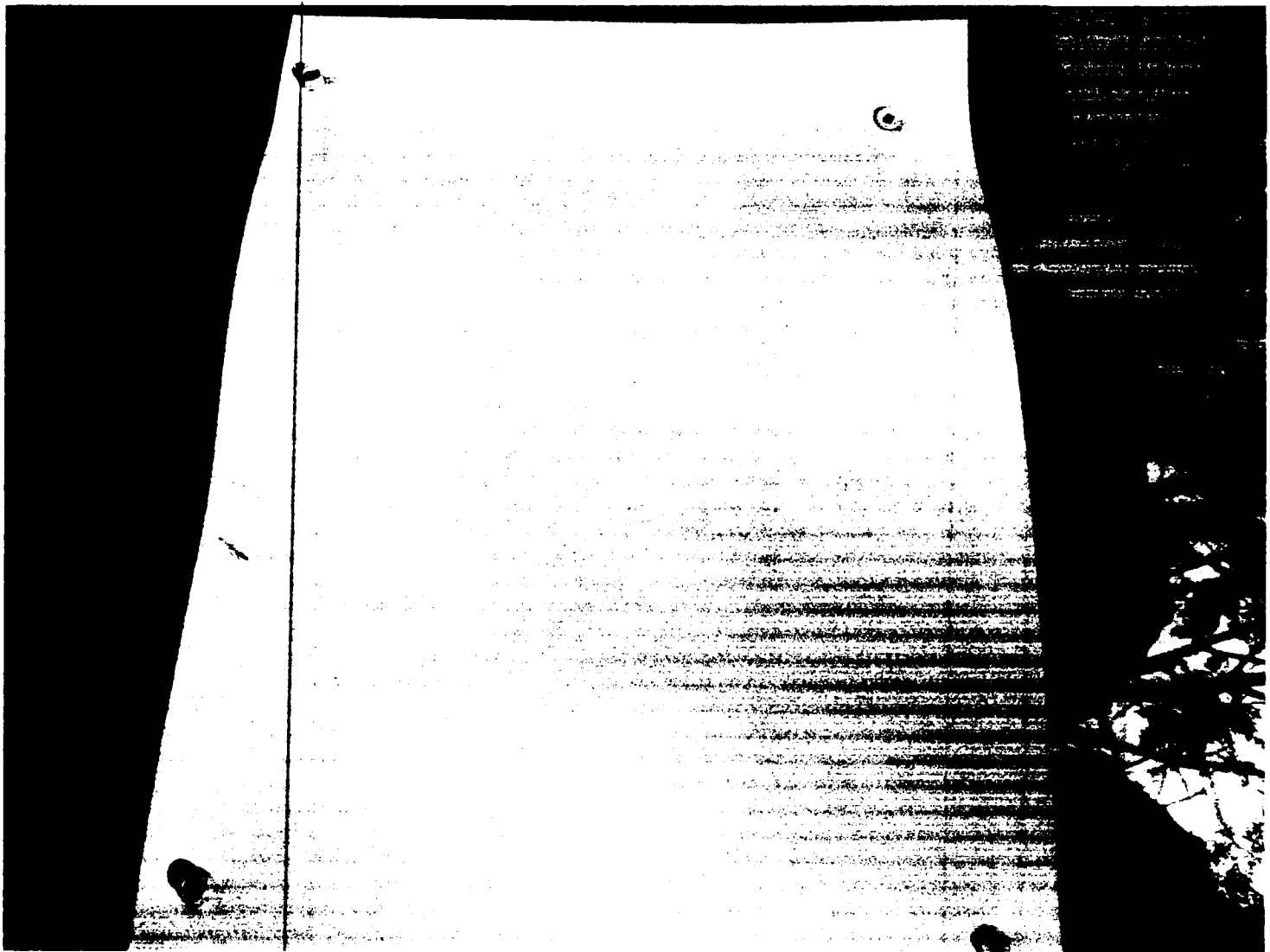
11) Per covid Michigan & Warren had "stayed" all evictions, including 3/10/20 eviction of tenant BRANSON, per "occupying an uncertified structure ticket". 7568 Hudson Ave was owned by St Anthony the Great Romanian Orthodox Monastery ECF 40, Ex 33-34, deed for both parcels, not plaintiffs (Ps')-affiants

12) Anyone on property behind fence 7568 Hudson Ave would be deemed "trespassers" by affiants

Affiant aver under the penalty of perjury per 28 USC Section 1746 that everything is true above in affidavit



7/14/24



↗
No
Trespassing

EX 40